

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)			RATING		PAGE 1 OF 135			
2. CONTRACT NUMBER			3. SOLICITATION NUMBER SB1341-14-RP-0005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER NB770010-14-00082 NB770010-14-00082		
7. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640			CODE 000SB		8. ADDRESS OFFER TO (If other than Item 7)						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NIST until 12:00 PM ET local time MAY 29, 2014 (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL			A. NAME KEITH BUBAR			B. TELEPHONE (NO COLLECT CALLS) AREA CODE 301 NUMBER 975-8329 EXT.			C. E-MAIL ADDRESS keith.bubar@nist.gov		
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OFFER											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR			CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE			18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) <input type="checkbox"/> 41 U.S.C 253(c)					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than Item 7)					25. PAYMENT WILL BE MADE BY			CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)											

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>This is an Official Request for Proposals (RFP) for non-commercial services posted in accordance with FAR 15.201 for the National Institute of Standards and Technology (NIST).</p> <p>Base Period Year 1 - Year 5</p> <p>Services necessary to operate an FFRDC in support of the mission of the National Cybersecurity Center of Excellence (NCCoE), as ordered through task orders issued under this contract.</p> <p>PR NUMBER: NB770010-14-00082 Period of Performance: 09/30/2014 to 09/29/2019</p> <p>Option Period 1 Year 6 - Year 10</p>	1.00	LO	NTE	NTE
0002	<p>Services necessary to operate an FFRDC in support of the mission of the National Cybersecurity Center of Excellence (NCCoE), as ordered through task orders issued under this contract.</p> <p>Period of Performance: 09/30/2019 to 09/29/2024</p> <p>Option Period 2 Year 11 - Year 15</p>	1.00	LO	NTE	NTE/OPT
0003	<p>Services necessary to operate an FFRDC in support of the mission of the National Cybersecurity Center of Excellence (NCCoE), as ordered through task orders issued under this contract.</p> <p>Period of Performance: 09/30/2024 to 09/29/2029</p> <p>Option Period 3 Year 16 - Year 20</p>	1.00	LO	NTE	NTE/OPT
0004	<p>Services necessary to operate an FFRDC in support of the mission of the National Cybersecurity Center of Excellence (NCCoE), as ordered through task orders issued under this contract.</p> <p>Period of Performance: 09/30/2029 to 09/29/2034</p> <p>Option Period 4 Year 21 - Year 25</p>	1.00	LO	NTE	NTE/OPT
0005	<p>Services necessary to operate an FFRDC in support of the mission of the National Cybersecurity Center of Excellence (NCCoE), as ordered through task orders issued under this contract.</p> <p>Period of Performance: 09/30/2034 to 09/29/2039</p>	1.00	LO	NTE	NTE/OPT

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 BRIEF DESCRIPTION OF SERVICES

SECTION B
BRIEF DESCRIPTION OF SERVICES

The purpose of this requirement is to establish a single-award Indefinite Delivery, Indefinite Quantity (IDIQ) contract for the operation of the National Cybersecurity Center of Excellence (NCCoE) Federally Funded Research and Development Center (FFRDC). Via task orders issued under this contract, the contractor shall provide services under the major task areas identified in the Statement of Work found in Section C in order to support the NCCoE.

SECTION B
TYPE OF CONTRACT

This is a single award indefinite delivery/indefinite quantity (IDIQ) contract with provisions for firm-fixed-price (FFP), labor hour and cost reimbursement type task orders. Specific work to be performed will be detailed in individual task orders issued under this IDIQ contract.

Each Task Order Request for Proposal (TORP) sent to the Contractor will identify the contract type of that order. The type of order may be subject to negotiation.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 IDIQ STATEMENT OF WORK

National Cybersecurity Center of Excellence (NCCoE)
Statement of Work
For a Federally Funded Research and Development Center (FFRDC)

I. BACKGROUND:

There is an urgent national requirement that scientific and engineering talent be rapidly assembled to enhance the security of our nation's government and private sector information systems. Current cybersecurity vulnerabilities pose a serious risk to national security, public safety and economic prosperity.

The National Institute of Standards and Technology (NIST) Information Technology Laboratory's (ITL) mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology through research and development in information technology, mathematics, and statistics. The Consolidated and Further Continuing Appropriations Act, 2012 included \$10,000,000 for a Cybersecurity Center of Excellence. In February 2012, NIST, the State of Maryland, and Montgomery County, MD established the National Cybersecurity Center of Excellence (NCCoE), which is dedicated to furthering innovation through rapid identification, integration, and adoption of practical cybersecurity solutions, via a Memorandum of Understanding (MOU). The NCCoE brings experts together from industry, government and academia under one roof to develop practical, interoperable cybersecurity approaches that address the real world needs of complex information technology (IT) systems. By accelerating dissemination and use of these integrated tools and technologies for protecting IT assets, the NCCoE enhances trust in U.S. IT communications, data and storage systems; lowers risk for companies and individuals in the use of IT systems; and encourages development of innovative, job-creating cybersecurity products and services.

The vision of the NCCoE is to advance cybersecurity through a secure cyber infrastructure that inspires technological innovation and fosters economic growth.

The mission of the NCCoE is to accelerate adoption of secure technologies through collaboration with innovators to provide real-world cybersecurity capabilities that address business needs.

In executing this mission the following goals have been set for the NCCoE:

Goal 1

Provide Practical Cybersecurity

Help people secure their data and digital infrastructure by equipping them with practical ways to implement cost-effective, repeatable, and scalable cybersecurity solutions.

Goal 2

Increase Rate of Adoption

Enable companies to rapidly adopt commercially available cybersecurity technologies by reducing their total cost of ownership.

Goal 3

Accelerate Effective Innovation

Empower innovators to creatively address businesses' most pressing cybersecurity challenges in a state-of-the-art collaborative environment.

National Cybersecurity Center of Excellence (NCCoE)
Statement of Work
For a Federally Funded Research and Development Center (FFRDC)

To support the mission, vision and goals of the NCCoE identified above, NIST seeks to establish a Federally Funded Research and Development Center (FFRDC).

NIST intends to enter into a formal Partnership Intermediary Agreement (PIA) with the State of Maryland and Montgomery County, MD, as partners in the mission, vision and goals of the NCCoE to ensure the growth and success of the NCCoE.

II. SCOPE OF WORK:

The contractor shall only perform services under this contract that support the basic purpose and mission of the FFRDC. NIST is the Sponsoring Agency of the FFRDC. The NIST Acquisition Management Division (AMD) is the only contracting activity authorized to obligate the contractor to perform any such services under this contract.

The mission of the NCCoE is to accelerate adoption of secure technologies through collaboration with innovators to provide real-world cybersecurity capabilities that address business needs. The purpose of the FFRDC is to provide support to the government in the form of research and development, scientific and engineering, technical support, program/project management, operations management and facilities management services in order to enhance its ability to address current cybersecurity vulnerabilities that pose a serious risk to national security, public safety and economic prosperity. The mission of the FFRDC is to support the NCCoE by fulfilling the urgent national requirement that scientific and engineering talent be rapidly assembled and put to work to enhance the trustworthiness of our nation's government and private sector information systems. In order to achieve this, the focus of the FFRDC shall be on the flexible assembly of teams of subject matter experts on a per-project basis, management of physical and logical collaborative facilities, and promotion of the transfer of trustworthy information technologies to accelerate commercial and government adoption of trusted components and systems.

The FFRDC shall support the mission of the NCCoE by performing work within three major task areas:

- A. **Research, Development, Engineering and Technical Support**
- B. **Operations Management** of all tasks awarded to the FFRDC in direct support of the NCCoE mission.
- C. **Facilities Management**, inclusive of managing physical and logical collaborative facilities.

The contractor shall provide services in the aforementioned major task areas via task orders under an Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract. Task orders under this IDIQ contract may be of the following types:

- Firm-Fixed-Price
- Labor Hour

National Cybersecurity Center of Excellence (NCCoE)

Statement of Work

For a Federally Funded Research and Development Center (FFRDC)

- Cost Reimbursement

III. FFRDC Status

The contractor, in order to discharge its responsibilities to NIST, will have access beyond that which is common to the normal contractual relationship, to government and supplier data, including sensitive and proprietary data, and to employees and installations equipment and real property. The contractor is required to conduct its business in a manner befitting its special relationship with the government, to operate in the public interest with objectivity and independence, to be free from organizational conflicts of interest, and to have full disclosure of its affairs to NIST.

Throughout the life of the contract, the contractor operating the FFRDC must maintain status as a university or consortium of universities, other not-for-profit or nonprofit organization, or an industrial firm, as an autonomous organization or as an identifiable separate operating unit of a parent organization, in accordance with FAR 35.017(a)(3).

IV. GENERAL TASK TYPES

This Statement of Work (SOW) outlines the general types of work to be performed by the contractor. Specific work to be performed by the contractor under this contract will be outlined in the Statements of Work/Performance Work Statements of individual task orders issued.

The General Tasks required of the contractor are detailed below.

A. Research, Development, Engineering and Technical Support:

- i. Facilitate relationships with private sector organizations to use private sector resources to accomplish tasks that are integral to the operations and mission of the NCCoE.
- ii. Research and develop frameworks and implementation strategies for encouraging industry and government to expedite adoption of effective cybersecurity controls and mechanisms on an enterprise-wide scale.
- iii. Collaborate with Federal agencies and state and local governments, industry, and academia to deliver planning and documentation support needed to transfer technologies for the production, integration, economic development, and operational implementation of cybersecurity solutions.
- iv. Collaborate with Federal agencies and state and local governments, industry, and academia to generate and facilitate technology transfer of security capabilities and platforms developed through NCCoE programs and projects and other federal entities.

National Cybersecurity Center of Excellence (NCCoE)

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- v. NCCoE Lab infrastructure: Provide systems engineering platform development, technology selection, and testing and implementation support to cybersecurity programs including analyzing life cycle issues and technology transfer components of the NCCoE's efforts to accelerate adoption of robust cybersecurity technologies in the government and private sectors.
- vi. NCCoE internal operating infrastructure: Provide staff support for information technology operations including provisioning of hardware and software.
- vii. Provide general technical expertise to create a relevant cybersecurity workforce in coordination with the NCCoE staff and in close collaboration with Federal government, university, and industry participants as well as all other collaborators in NCCoE activities.
- viii. Develop strategies and plans for applying cybersecurity standards, guidelines, best practices and capabilities to both public and private sectors.
- ix. Under the supervision and sole discretion of NIST, facilitate the development of, support, and maintain agreements with all parties involved in NCCoE projects.

B. Operations Management:

- i. Provide operations, program and project management support to the NCCoE's research, strategy, and communications initiatives.
- ii. Provide operations, program and project management support within the FFRDC's purpose, mission, general scope, and competency as assigned by the Sponsoring Agency, including FFRDC resource management, task order execution and management, and management of hardware, software and other items as necessary to support the execution of task orders.
- iii. Develop and maintain in-depth institutional knowledge of NCCoE programs and operations in order to maintain continuity in the field of cybersecurity and to maintain a high degree of competence, objectivity, and independence in order to respond effectively to the emerging cybersecurity needs of the nation.

C. Facilities Management:

- i. In coordination with NCCoE staff, and in collaboration with the State of Maryland and Montgomery County, MD, manage physical and logical collaborative facilities, which will be in a Montgomery County owned facility. Facilities management includes but is not limited to custodial functions, physical access management, and maintenance operations.

V. DELIVERABLES

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There are no specific deliverables required of the contractor at the base IDIQ contract level. Specific task orders issued under this contract will have specific deliverables detailed in the individual Statements of Work/Performance Work Statements to the maximum extent practicable.

Electronic and Information Technology (EIT) products produced and/or delivered shall be compliant with applicable standards of Section 508 of the Rehabilitation Act of 1973.

VI. REPORTING REQUIREMENTS

Reporting requirements will be detailed in the individual Statements of Work/Performance Work Statement of specific task orders.

However, the contractor shall attend a Kickoff Meeting for the base IDIQ contract following award. The meeting will be scheduled within five (5) business days of contract award and will be held at the NCCoE campus in Rockville, MD.

VII. PERIOD OF PERFORMANCE AND PLACE OF PERFORMANCE:

The period of performance for the contract will include a base ordering period of five (5) years, followed by four option ordering periods of five (5) years each. The period of performance shall begin on the date of contract award. The intent is to have a long-term relationship with the FFRDC operating contractor. Prior to the exercise of any option period, the Sponsoring Agency, NIST, will conduct a Comprehensive Review of the FFRDC in accordance with FAR 35.017-4.

The place of performance for specific task orders will be specified in the Statement of Work/Performance Work Statement for the individual task orders.

VIII. GOVERNMENT-FURNISHED PROPERTY, DATA AND/OR INFORMATION:

Government-furnished property, data and/or information will be addressed on a task order basis.

At the written request of the Sponsoring Agency, the contractor shall immediately return any property provided by the government for the contractor's use to complete the assigned work. If not requested, the contractor shall continue to abide by FAR Part 45 until completion of the contract.

A list of government-furnished property, data and/or information will be developed and agreed to during the Kickoff Meeting and will be modified into the overall contract. All materials contained on the agreed to list will be provided to the contractor within five (5) business days of the list being finalized.

IX. RISK ASSESSMENT:

The HSPD-12 designated risk level for the work to be performed under this contract may range from Non-IT Low Risk to IT-High Risk. The risk levels will be designated on a task order basis.

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X. TRAVEL:

Travel requirements will be defined on a task order basis. Authorized travel costs will be paid in accordance with Federal Travel Regulation. When requesting reimbursement for travel costs, the contractor shall submit an invoice with a detailed breakout of the reimbursable travel costs. The contractor shall make every effort to keep travel costs to a minimum.

XI. ADDITIONAL NCCoE INFORMATION:

Additional Information on the NCCoE can be found at:

<http://csrc.nist.gov/nccoe/>

SECTION E INSPECTION AND ACCEPTANCE

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

E. 2 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

E. 3 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)

(Reference 52.246-6)

E. 4 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED-PRICE (AUG 1996)

(Reference 52.246-7)

E. 5 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (MAY 2001)

(Reference 52.246-8)

E. 6 52.246-8 I INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (MAY 2001) --ALTERNATE I
(APR 1984)

(Reference 52.246-8 I)

SECTION F
DELIVERIES OR PERFORMANCE

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

F. 3 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from 09/30/2014 through 09/29/2019 . If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	09/30/2019	09/29/2024
Option II	09/30/2024	09/29/2029
Option III	09/30/2029	09/29/2034
Option IV	09/30/2034	09/29/2039

(c)The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

G. 2 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) TBD is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

Phone Number:

Email:

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

G. 3 1352.216-76 PLACEMENT OF ORDERS (APR 2010)

(a) The contractor shall provide goods and/or services under this contract only as directed in orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price or estimated cost or fee;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Method of payment and payment office, if not specified in the contract;
- (9) Any other pertinent information.

(b) In accordance with FAR 52.216-18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:

NIST Contracting Officer

N/A

(c) If multiple awards have been made, the contact information for the DOC task and delivery order ombudsman is

(End of clause)

G. 4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will provide the following item(s) of Government property to the contractor . The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

Item No.	TBD
Description	TBD
Quantity	TBD
Delivery Date	TBD
Property/Tag Number (if applicable)	TBD

(End of clause)

G. 5 NIST LOCAL-40 BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Delivery/Task Order Invoice or Voucher submitted shall include the following: (1) Contract Number; identified in Block 2 of the OF347. (2) Delivery/Task Order number identified in Block 3 of the OF347. (3) Contractor Name and Address. (4) Date of Invoice. (5) Invoice Number. (6) Amount of Invoice and Cumulative Amount Invoiced to-date. (7) Contract Line Item Number (CLIN). (8) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (9) Prompt Payment Discount Terms, if Offered. (10) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, the Contractor shall submit an original invoice or voucher in accordance with paragraph (b) above to the address identified in Block 21 of the OF347.
(END OF CLAUSE)

G. 6 CONTRACTOR PROGRAM MANAGER

SECTION G
CONTRACTOR PROGRAM MANAGER

[TBD] will serve as the FFRDC contractor's Program Manager (PM). [TBD] shall be the PM of the overall IDIQ contract, and shall act as the contractor's official point of contact for all matters concerning the IDIQ contract. This individual will act as the counterpart to the government FAC Certified Program/Project Manager.

This position is classified as a Key Personnel position and is subject to the terms and conditions of 1352.237-75 KEY PERSONNEL. However, individual task orders may have Task Order Project Managers assigned to them.

SECTION G
CORRESPONDENCE PROCEDURES

To promote timely and effective administration (except for invoices/public vouchers, technical progress reports, deliverables) correspondence submitted under this contract shall be subject to the following procedures:

- a. Technical Correspondence- Technical correspondence with regards to the overall IDIQ contract shall be addressed to the NIST Program Manager assigned to the overall contract, with an informational copy of the basic correspondence sent to the Contracting Officer on the overall IDIQ contract. Technical correspondence with regards to a specific task order(s) issued under the IDIQ contract shall be addressed to the Contracting Officer's Representative (COR) appointed to the individual task order(s) with an informational copy of the basic correspondence sent to the Contracting Officer on the individual task order(s).
- b. Other Correspondence- All other correspondence shall be addressed to the Contracting Officer with an informational copy of the basic correspondence sent to the NIST Program Manager if regarding the overall contract, or to the COR of a specific task order if regarding an individual task order.
- c. Subject Lines-All correspondence shall contain a subject line, commencing with the IDIQ Contract Number and individual Task Order number (if applicable), as illustrated below:

SECTION G
NIST PROGRAM MANAGER

(a) TBD is hereby designated as the NIST FAC Program Manager. The NIST Program Manager may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The NIST Program Manager is located at:

TBD

TBD

TBD

Phone Number: TBD

Email: TBD

(b) The Contractor's Program Manager (Contract Level) shall coordinate information at the base contract level with the NIST Program Manager. Individual task orders issued under the contract may be assigned a task order level Contracting Officer's Representative (COR), with whom the Contractor's Program Manager (Contract Level) or Project Manager (Task Order Level) shall coordinate with on information at the task order level.

(End of clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

(a) The contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 production units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink. Production unit requirements are outlined in the Government Printing and Binding Regulations.

(b) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the contractor to respond to the terms of the contract).

(c) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (a) of this clause are unallowable without prior written approval of the Contracting Officer. If the contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it shall immediately provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with FAR 8.802.

(d) The contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (a) of this clause, a provision substantially the same as this clause, including this paragraph (d).

(End of clause)

H. 2 1352.209-71 III LIMITATION OF FUTURE CONTRACTING (APR 2010) -- ALTERNATE III (APR 2010)

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system that is the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

(b) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary

by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and information furnished voluntarily without restriction.

(End of clause)

H. 3 1352.209-71 IV LIMITATION OF FUTURE CONTRACTING (APR 2010) -- ALTERNATE IV (APR 2010)

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system that is the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

XX (b) The contractor agrees to accept and to complete all issued task orders, and to not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

XX (c) The contractor agrees to accept and to complete all issued task orders, and to not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(End of clause)

H. 4 1352.209-71 VI LIMITATION OF FUTURE CONTRACTING (APR 2010) -- ALTERNATE VI (APR 2010)

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system that is the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

XX (b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

XX (c) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

XX (d) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(End of clause)

H. 5 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

H. 6 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

(a) In task order contracts, all work shall be initiated only by issuance of fully executed task orders issued by the Contracting Officer. The work to be performed under these orders must be within the scope of the contract. The Government is only liable for labor hours and costs expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work and costs. Charges for any work not authorized shall be disallowed.

(b) For each task order under the contract, the Contracting Office shall send a request for proposal to the contractor(s). The request will contain a detailed description of the tasks to be achieved, a schedule for completion of the task order, and deliverables to be provided by the contractor.

(c) The contractor shall submit a proposal defining the technical approach to be taken to complete the task order, work schedule and proposed cost/price.

(d) After any necessary negotiations, the contractor shall submit a final proposal.

(e) Task orders will be considered fully executed upon signature of the Contracting Officer. The contractor shall begin work on the task order in accordance with the effective date of the order.

(f) The contractor shall notify the Contracting Officer of any instructions or guidance given that may impact the cost, schedule or deliverables of the task order. A formal modification to the task order must be issued by the Contracting Officer before any changes can be made.

(g) Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is issued.

(h) If multiple awards are made by the Government, the CO shall provide each awardee a fair opportunity to be considered for each task order over the micro-purchase threshold unless one of the exceptions at FAR 16.505(b) applies.

(End of clause)

H. 9 1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of the contract, the Government shall place orders totaling a minimum of \$10 Million . The amount of all orders shall not exceed \$5 Billion .

(End of clause)

H. 10 1352.216-77 CEILING PRICE (APR 2010)

The ceiling price of this contract is \$TBD . The contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the contractor's own risk.

(End of clause)

H. 11 1352.228-70 INSURANCE COVERAGE (APR 2010)

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

(1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$N/A .

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.

Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage

shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

H. 12 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE- FIXED PRICE (APR 2010)

When the Government is injured, wholly or partially as a result of the contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the contractor the full amount of any such injury attributable to the contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the contractor.

(End of clause)

H. 13 1352.231-71 DUPLICATION OF EFFORT (APR 2010)

The contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the contractor, whose responsibility it will be to account for it accordingly.

(End of clause)

H. 14 1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for High and Moderate Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce facility, or through a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

(1) Non-IT Service Contracts

- (i) High Risk - Background Investigation (BI)
- (ii) Moderate Risk - Moderate Background Investigation (MBI)

(2) IT Service Contracts

- (i) High Risk IT - Background Investigation (BI)
- (ii) Moderate Risk IT - Background Investigation (BI)

(b) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check.

(c) Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under this contract within the United States, non-U.S. citizens must have:

- (1) Official legal status in the United States
- (2) Continuously resided in the United States for the last two years; and

(3) Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

(d) Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:

(1) The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):

- (i) Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
- (ii) FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
- (iii) Credit Release Authorization.

(2) The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

(3) Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce facility or Department of Commerce IT system.

(4) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(e) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

(1) Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(f) Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities or access to IT systems.

(g) Access to National security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(h) The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

H. 15 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)

(2) Contracts less than 180 days - Special Agency Check (SAC)

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)

(2) Contracts less than 180 days - National Agency Check and Inquiries (NACI)

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States;

(2) Continuously resided in the United States for the last two years; and

(3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

H. 16 1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

FFRDC Program Manager TBD
OCI Compliance Officer TBD

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

H. 17 1352.239-71 ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)

(a) To be considered eligible for award, offerors must propose electronic and information technology (EIT) that meet the applicable Access Board accessibility standards at 36 CFR 1194 designated below:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based intranet and internet information and applications
- 1194.23 Telecommunications products
- 1194.24 Video and multimedia products
- 1194.25 Self-contained, closed products
- 1194.26 Desktop and portable computers
- 1194.31 Functional performance criteria
- 1194.41 Information, documentation and support

(b) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

(c) Alternatively, offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the offerors propose products or services that fully meet all of the applicable Access Board's provisions, those offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.

(d) Offerors must submit representation information concerning their products by completing the VPAT template at www.Section508.gov.

(End of clause)

H. 18 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

(a) Applicability. This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.

(b) Definitions. For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (P.L. 100-235), including the following definition of the term:

(1) Sensitive information is "any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the contractor.

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (see DOC, Office of the Chief Information Officer website), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter N/A .

(e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts.

(f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The contractor shall afford DOC, including the Office of Inspector General, access to the contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the DOC IT Security Program Policy. Specifically, the contractor shall:

(1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with DOC IT Security Program Policy and N/A . The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented

in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, Section 6.3.1.1.

(j) The contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

H. 19 NIST LOCAL-36 TRAVEL NOTE

(a) The government will reimburse the contractor for all necessary expenses in connection with travel authorized pursuant to this order/contract. Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations prescribed by the General Services Administration.

(b) Subsistence is authorized in accordance with the DoC and Federal Travel Regulations. Invoices requesting reimbursement for travel must be accompanied by itemized paid receipts. The invoices must be submitted to the payment office specified elsewhere in this order/contract.

(END OF CLAUSE)

H. 20 FFRDC ORGANIZATIONAL CONFLICTS OF INTEREST

a. General: In the operation of this FFRDC, the contractor may be provided access beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive and proprietary data, and to Government employees and facilities needed to discharge its responsibilities efficiently and effectively as an FFRDC. Because of this special relationship, it is essential that the FFRDC be operated, managed or administered by either a university or consortium of universities, other not- for-profit or nonprofit organization, or an industrial firm, as an autonomous organization or as an identifiably separate operating unit of a parent organization. Additionally, the FFRDC must operate in the public interest with objectivity and independence, be free from organizational conflicts of interest, and fully disclose its affairs to NIST.

The Contracting Officer will not enter into a contract with an Offeror or maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved organizational conflict of interest.

b. Disclosure:

The contractor must disclose all actual, apparent and potential conflicts of interest to the Contracting Officer during the term of the contract ~~in accordance with paragraph H.21.c below~~. The Contractor shall have programs in place to identify, evaluate and mitigate all actual, apparent and potential conflicts of interest that preclude, or would appear to preclude, the Contractor from rendering impartial assistance or advice on work performed for this contract, or where the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or where the Contractor has or obtains an unfair competitive advantage. The Contractor's Conflict of Interest Certificate, that includes the Contractor's plan to mitigate all actual, apparent and potential conflicts of interest identified during the term of the contract and certification that all work to be performed under this contract is free of unresolved conflicts of interest will be incorporated into the contract after award.

c. Conflict of interest identification:

1. Definitions: As used in this subpart, the following definitions apply:

(a) Financial relationship means—

(1) A direct or indirect ownership or investment interest (including an option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or

(2) A compensation arrangement with an entity.

(b) Conflict of interest— Conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

For purposes of this FFRDC, the activities and relationships described include those of the Offeror or Contractor itself and other business related to it and those of officers, directors, managers, and subcontractors.

(c) Affiliate –

Affiliate means associated business concerns or individuals if, either directly or indirectly—

- (1) One controls or has the power to control or influence the other; or
- (2) A third party controls or can influence or control both.

For purposes of this FFRDC, affiliate control or influence includes, but is not limited to:

- interlocking management or ownership;
- identity of interests among family members;
- shared facilities and equipment;
- common use of employees; or,
- a business concern organized just prior to, or immediately following, the release of a solicitation or request for information, which has the same or similar management, ownership, or principal employees as the offeror or contractor.

Any business concern may be found to be an affiliate, whether or not it is organized for profit or located in the United States or its outlying areas. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

2. Offeror's or Contractor's responsibility with regard to subcontractors. An Offeror or Contractor is responsible for determining whether a conflict of interest exists in any of its proposed or actual subcontractors at any tier and is responsible for ensuring that the subcontractors have mitigated any conflict of interest or potential conflict of interest. The contracting officer shall be notified of such identifications for a determination in accordance with H.204.b.

A Contractor shall maintain documentation necessary to support its determination that its subcontractors have mitigated any conflict or potential conflict. A Contractor may require its subcontractors to follow the procedures for identifying, evaluating and disclosing conflicts of interest and potential conflicts of interest as contained herein.

d. Conflict of interest evaluation:

The Contracting Officer evaluates conflicts of interest and potential conflicts, using the information provided in the Conflicts of Interest Certificate, and information from other sources in order to promote the effective and efficient administration of the FFRDC.

For each conflict identified, the Contracting Officer will evaluate the plan proposed to mitigate the conflict to determine if the mitigation plan will allow the Contractor to render impartial assistance or advice to the Government; or the Contractor's objectivity in performing the contract work is not or will not be otherwise impaired; or the Contractor will not or has not obtained an unfair competitive advantage. The Contracting Officer will make the determination based on this evaluation.

e. Protection of proprietary information disclosed:

- (a) NIST protects disclosed proprietary information as allowed under the Freedom of Information Act (5 U.S.C. 552).
- (b) The Contracting Officer requires signed statements from NIST personnel with access to proprietary information that prohibits personal use during the procurement process and term of the contract.

SECTION I CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (JAN 2012)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(Reference 52.204-4)

I. 10 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(Reference 52.204-9)

I. 11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

(Reference 52.204-10)

I. 12 52.209-6 PROTECTING THE GOVERNMENT` INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(Reference 52.209-6)

I. 13 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(Reference 52.209-7)

I. 14 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
(Reference 52.215-2)

I. 15 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
(Reference 52.215-23)

I. 16 52.215-23 I LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2010)
(Reference 52.215-23 I)

I. 17 52.216-22 INDEFINITE QUANTITY (OCT 1995)
(Reference 52.216-22)

I. 18 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference 52.219-16)

I. 19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
(Reference 52.222-22)

I. 20 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
(Reference 52.223-5)

I. 21 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)

I. 22 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)

I. 23 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)

I. 24 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR
TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (DEC 2012)
(Reference 52.225-25)

I. 25 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
(Reference 52.227-1)

I. 26 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)

I. 27 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 52.228-5)

I. 28 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(Reference 52.229-3)

I. 29 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 30 52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)

(Reference 52.232-2)

I. 31 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

I. 32 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 33 52.232-17 INTEREST (OCT 2010)

(Reference 52.232-17)

I. 34 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 35 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 36 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 37 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 38 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 39 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 40 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

(Reference 52.237-2)

I. 41 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 42 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 43 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 44 52.244-2 SUBCONTRACTS (OCT 2010)

(Reference 52.244-2)

I. 45 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 46 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

(Reference 52.244-6)

I. 47 52.245-1 GOVERNMENT PROPERTY (APR 2012)

(Reference 52.245-1)

I. 48 52.245-9 USE AND CHARGES (APR 2012)

(Reference 52.245-9)

I. 49 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 50 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 5 years from date of award

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I. 51 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$100 million

(2) Any order for a combination of items in excess of \$500 million or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I. 52 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the expiration date of the contract.

(End of Clause)

I. 53 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the expiration of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 25 years.

(End of Clause)

I. 54 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for

cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I. 55 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far

(End of Clause)

I. 56 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(Reference 52.222-41)

I. 57 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

(End of Clause)

I. 58 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(Reference 52.222-43)

I. 59 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (SEP 2009)

(Reference 52.222-44)

I. 60 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 61 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 52.227-14)

I. 62 52.227-14 IV RIGHTS IN DATA--GENERAL (DEC 2007)--ALTERNATE IV (DEC 2007)

(Reference 52.227-14 IV)

I. 63 52.227-18 RIGHTS IN DATA--EXISTING WORKS (DEC 2007)

(Reference 52.227-18)

I. 64 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

I. 65 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(Reference 52.249-2)

I. 66 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)

(Reference 52.249-5)

I. 67 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 68 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 69 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)

(Reference 52.249-9)

I. 70 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(Reference 52.204-2)

I. 71 52.204-2 I SECURITY REQUIREMENTS (AUG 1996)--ALTERNATE I (APR 1984)

(Reference 52.204-2 I)

SECTION J
LIST OF ATTACHMENTS

J. 1 SPONSORING AGREEMENT

Sponsoring Agreement

Between the National Institute of Standards and Technology (NIST) and [Contractor Name] to Operate the Federally Funded Research and Development Center (FFRDC) in Support of the National Cybersecurity of Excellence (NCCoE)

I. PURPOSE OF THIS AGREEMENT

This Sponsoring Agreement (Agreement) facilitates a long-term relationship between NIST and the FFRDC, establishes the FFRDC's mission, and ensures a periodic evaluation of the NCCoE FFRDC. The FFRDC will be operated by [Contractor Name] as an autonomous organization or an identifiable separate operating unit of a parent organization in support of the NCCoE on behalf of NIST and the U.S. Department of Commerce (DoC). NIST, acting as an agency under the DoC, is the Sponsoring Agency of the FFRDC.

Except for those aspects which require a formal contract, this Agreement describes the special relationship between NIST and the FFRDC, and defines the latter's purpose, mission and general scope of work. A principal characteristic of this relationship, as discussed in FAR 35.017(a)(4) and hence made a part of this Agreement, is recognition that the special relationship is intended to be long-term. This encourages NIST to support the development and vitality of the FFRDC and its personnel, and encourages the provision of sufficient physical and financial resources through contract continuity and reasonable funding stability from year to year so that the FFRDC can maintain and develop the technical skills necessary to carry out its mission. NIST believes that this continuity enables the FFRDC to: attract and retain high quality professionals; maintain currency in its fields of expertise; maintain objectivity and independence of judgment; preserve familiarity with the needs of NIST as the Sponsoring Agency; and provide a rapid response capability in addition to providing basic and long-term support to the NIST mission.

Portions of this Agreement are based on Federal government-wide and DoC policies, and future changes in these policies may necessitate changes to this Agreement. This Agreement may be amended, and its provisions may be modified or waived, by mutual written agreement of the parties. Capitalized terms used within this Agreement will have the meanings ascribed to them in this Agreement or in the Contract.

II. BACKGROUND INFORMATION

There is an urgent national requirement that scientific and engineering talent be rapidly assembled to enhance the security of our nation's government and private sector information systems. Current cybersecurity vulnerabilities pose a serious risk to national security, public safety and economic prosperity.

The NIST Information Technology Laboratory's (ITL) mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology through research and development in information technology, mathematics, and statistics. The Consolidated and Further Continuing Appropriations Act, 2012 included \$10,000,000 for a Cybersecurity Center of Excellence. In February 2012, NIST, the State of Maryland, and Montgomery County, MD established the NCCoE, which is dedicated to furthering innovation through rapid identification, integration, and adoption of practical cybersecurity solutions, via a Memorandum of Understanding (MOU). The NCCoE brings experts together from industry, government and academia under one roof to develop practical, interoperable cybersecurity approaches that address the real world needs of complex information technology (IT) systems. By accelerating dissemination and use of these integrated tools and technologies for protecting IT assets, the NCCoE enhances trust in U.S. IT

communications, data and storage systems; lowers risk for companies and individuals in the use of IT systems; and encourages development of innovative, job-creating cybersecurity products and services.

The vision of the NCCoE is to advance cybersecurity through a secure cyber infrastructure that inspires technological innovation and fosters economic growth.

The mission of the NCCoE is to accelerate adoption of secure technologies through collaboration with innovators to provide real-world cybersecurity capabilities that address business needs.

In executing this mission the following goals have been set for the NCCoE:

Goal 1

Provide Practical Cybersecurity

Help people secure their data and digital infrastructure by equipping them with practical ways to implement cost-effective, repeatable, and scalable cybersecurity solutions.

Goal 2

Increase Rate of Adoption

Enable companies to rapidly adopt commercially available cybersecurity technologies by reducing their total cost of ownership.

Goal 3

Accelerate Effective Innovation

Empower innovators to creatively address businesses' most pressing cybersecurity challenges in a state-of-the-art collaborative environment.

To support the mission, vision and goals of the NCCoE identified above, NIST seeks to establish an FFRDC.

NIST has entered into a formal Partnership Intermediary Agreement (PIA) with the State of Maryland and Montgomery County, MD, as partners in the mission, vision and goals of the NCCoE to ensure the growth and success of the NCCoE.

III. PURPOSE AND MISSION OF THE FFRDC

The purpose of the FFRDC is to provide support to the government in the form of research and development, scientific and engineering, technical support, program/project management, operations management and facilities management services in order to enhance its ability to address current cybersecurity vulnerabilities that pose a serious risk to national security, public safety and economic prosperity.

The mission of the FFRDC is to support the NCCoE by fulfilling the urgent national requirement that scientific and engineering talent be rapidly assembled and put to work to enhance the trustworthiness of our nation's government and private sector information systems. In order to achieve this, the focus of the FFRDC will be on the flexible assembly of teams of subject matter experts on a per-project basis, management of physical and logical collaborative facilities, and promotion of the transfer of trustworthy information technologies to accelerate commercial and government adoption of trusted components and systems.

The confidentiality, integrity, and assured service shortcomings of our public and private sector information systems pose a serious risk to national security, public safety and economic prosperity. Widespread adoption of components and systems designed to address threats to our information technologies is inhibited by shortcomings in usability, affordability, and performance impacts. The proposed FFRDC will enhance the NCCoE's ability to address these shortcomings.

As the Sponsoring Agency of the FFRDC, NIST will administer the Contract on behalf of the NCCoE, and other Federal government agencies that wish to use the services of the FFRDC. The FFRDC will have access to sensitive and proprietary data, employees, installations, equipment, and real property. The establishment and operation of the FFRDC will be done within a framework of deep institutional knowledge, continuity of support, and corporate memory, which will promote and lead to an effective strategic relationship between the FFRDC and NIST.

The FFRDC will serve as a bridge between NIST and other government organizations charged with complimentary missions under statute and presidential directives. The FFRDC will also serve as a bridge between NIST and commercial and academic sectors where such efforts help the Government meet its missions.

The FFRDC will serve as a committed partner to NIST and the NCCoE whose central focus will be to support the mission of the NCCoE. The FFRDC will provide the necessary capabilities that are not available in-house or through commercial contract resources.

In accordance with FAR 35.017-3, work performed by the FFRDC must be within its purpose, mission and general scope of work.

IV. SCOPE OF WORK

The FFRDC will support the mission of the NCCoE by performing work within three major task areas:

- A. Research, Development, Engineering and Technical Support.
- B. Operations Management of all tasks awarded to the FFRDC in direct support of the NCCoE mission.
- C. Facilities Management, inclusive of managing physical and logical collaborative facilities.

V. POLICY

- A. The FFRDC will maintain the resources and capabilities necessary to perform any task consistent with the FFRDC's purpose, mission, and scope of work. The FFRDC will, as directed, work on highly sensitive projects and will strictly comply with all applicable terms and conditions.
- B. Task orders under the base IDIQ contract for work to be undertaken by the FFRDC may only be issued by a warranted Contracting Officer of NIST. Tasks may be initiated at any time during the fiscal year, and may extend over several fiscal years in accordance with the funding appropriation(s).

VI. RESPONSIBILITIES AND OVERSIGHT

A. Sponsoring Agency

NIST is the Sponsoring Agency of this Agreement. The Sponsoring Agency is responsible for:

1. Ensuring the FFRDC is used for its intended purposes.
2. Assuring a reasonable continuity in the level of support to the FFRDC, consistent with agency needs and the terms of this Agreement, and contingent on available funding, as required by the FAR 35.017-2, Establishing or changing an FFRDC.
3. Acting to resolve policy matters with non-sponsors, if applicable, that may arise regarding the FFRDC's activity.
4. Providing the FFRDC with sufficient access to appropriate government personnel, facilities, classified information, and plans as necessary to allow the FFRDC to perform proper planning, management and oversight functions.
5. Oversight of the FFRDC activities, including setting broad program direction; oversight of ongoing projects; recurrent assessment of the FFRDC's efficiency and effectiveness; and evaluation of the work performed by the FFRDC.
6. Discussing the results of each Annual Review of the FFRDC (see Section VIII of this Agreement) with the FFRDC Program Management Office (PMO) and providing input on any recommendations made by the FFRDC PMO based on the results of the Annual Review.
7. Determining whether to continue or terminate the sponsorship of the FFRDC upon completion of each Comprehensive Review (See Section IX of this Agreement). This authority lies with the Head of the Sponsoring Agency. If the Sponsoring Agency, upon reviewing the recommendation provided by the NIST Contracting Activity, determines that its sponsorship is no longer appropriate, it shall apprise other agencies which use the FFRDC of the determination and afford them an opportunity to assume sponsorship.
8. Developing and designating the FFRDC PMO to provide governance and oversight of the FFRDC, consistent with the terms of this Agreement, the Contract, and any additional policies and procedures established for operation and oversight of the FFRDC.
9. Designating the NIST FAC Certified Program/Project Manager (NIST P/PM), and any replacements for this position.
10. Leading the establishment, maintenance, and management of relationships with industry third parties that participate in NCCoE Use Cases, Buildings Blocks and other NCCoE initiated projects, through the NCCoE NCEP program.

B. FFRDC PMO- NIST Staff

The FFRDC PMO will consist of NIST employees only, but may enlist the support of the U.S. DoC Office of General Counsel (OGC), and contracted resources as appropriate. The FFRDC PMO shall consist of the following individuals:

Required:

1. NIST Acquisition Management Division (AMD) Contracting Officer
2. NIST AMD Contract Specialist assigned to FFRDC Requirements
3. NIST P/PM assigned to the FFRDC

Optional:

1. U.S. DoC Office of General Counsel staff
2. NIST Information Technology Laboratory (ITL) management
3. NIST AMD Policy Team Leader
4. Contracted resources, if applicable

The FFRDC PMO:

1. Serves as a link between the FFRDC Sponsor community (includes the Sponsoring Agency and other agencies requesting the use of the FFRDC) and [*Contractor Name*] management.
2. Ensures proper and effective use of the FFRDC, consistent with the Contract, this Agreement, the FAR and any other applicable regulation.
3. Implements and monitors procedures for processing and managing task orders for all FFRDC users to ensure the appropriateness of FFRDC efforts and activities.
4. Conducts an Annual Review of the FFRDC's work, under the leadership of the NIST Contracting Activity, to ensure that elements of the program are applicable to agency needs.
5. Conducts a periodic Comprehensive Review of the FFRDC, under the leadership of the NIST Contracting Activity, at least every five years to assess the use and need for the FFRDC. The review will be coordinated with any co-sponsors, should any be added throughout the term of this Agreement, and may be performed in conjunction with the budget process.
6. Assists FFRDC users by providing information on the FFRDC to other NIST staff and operating divisions, as well as other potential users of the FFRDC.
7. Ensures the FFRDC receives access to government information needed to conduct approved FFRDC work. Ordinarily, sponsors release classified, privileged, non-contractor, and sensitive material directly to the FFRDC.

C. NIST Contracting Activity

The NIST AMD is the only contracting activity authorized to issue contract actions, unless otherwise delegated in writing by the NIST FFRDC Contracting Officer. The NIST Contracting Activity:

1. Is responsible for day-to-day management of the FFRDC contract.
2. Is responsible for determinations on contractual scope issues
3. Is responsible for conducting periodic contract administration surveillance to ensure the proper use of FFRDC resources.
4. Is the only contracting activity authorized to alter terms and/or conditions of the Contract.
5. Is the only contracting activity authorized to award, modify, negotiate and terminate the Contract or task orders with the FFRDC.
6. Receives and processes requests for use of the FFRDC that have been approved by the FFRDC PMO.
7. Works with the FFRDC PMO and the assigned Contracting Officer's Representative(s) (COR) to implement a mitigation plan for any conflicts of interest associated with the FFRDC as soon as conflicts, or the appearance of conflicts, are identified.
8. Recognizes and works with other officials from non-sponsors requesting the use of the FFRDC.
9. Conducts the Annual Review of the FFRDC's work to ensure that all elements of the program are applicable to agency needs.
10. Conducts the Comprehensive Review of the FFRDC at least every five years. The NIST Contracting Activity is responsible for providing NIST Management with a recommendation as to whether the FFRDC shall be renewed for in an increment not to exceed five additional years. This recommendation must be provided to NIST Management regardless of whether the recommendation is to renew or not to renew. The recommendation must be supported by the results of the Comprehensive Review.

11. Should NIST Management, acting as the Sponsoring Agency of this Agreement, determine that the FFRDC will not be renewed following the aforementioned Comprehensive Review and another agency requests the transfer of sponsorship, the NIST Contracting Activity is responsible for conducting the transfer of sponsorship to the other agency.

D. FFRDC

The FFRDC:

1. Executes the FFRDC work and ensures quality control of FFRDC work products.
2. Promotes technical excellence and uses its best efforts to achieve operating efficiencies and maintain an overall cost-effective operation.
3. Manages the operations of the FFRDC consistent with the provisions of the Contract, this Agreement, and [Contractor Name]'s corporate charter.
4. Develops and maintains research capabilities necessary to address any issue consistent with:
 - a. The FFRDC's purpose, mission, and scope of work.
 - b. With Sponsor needs.
 - c. With the availability of funds.
5. Provides the NIST P/PM with information necessary to conduct the Annual Review of the FFRDC.
6. Identifies and resolves any problems related to FFRDC performance and direction by working closely with corresponding government leaders.
7. Conducts its business in a responsible manner befitting its special relationship with the government: to operate in the public interest with objectivity and independence; be free from organizational conflicts of interest; and have full disclosure of its affairs as an FFRDC to the sponsoring agency. In order to avoid organizational conflicts of interest, the following policies are in place:
 - a. Non-Manufacturing: The FFRDC shall not engage in the manufacture, production, or sale of any production systems (hardware or software) for operational use. The assembly or fabrication of prototypes, or test equipment required to perform development tests, are not included in this prohibition.
 - b. Non-Competition: It is not the government's intent that its FFRDC's use privileged information, access to facilities, or assets obtained through the performance of FFRDC contracts to compete with the private sector. The FFRDC shall not undertake work for any concern/organization having a commercial (for profit) interest. Pursuant to FAR 35.017-1(c)(4), the FFRDC shall not compete with any non-FFRDC concern in response to any request for proposal issued by any Federal agency. However, the FFRDC may compete for the formation and operation of an FFRDC, and with other FFRDCs for government work. Any other exceptions are at the specific written request of the sponsor, and in accordance with the following:
 - A. The FFRDC may perform non-sponsor work for public sector and not-for-profit entities. Non-sponsor work may be performed only after the FFRDC has requested and obtained written permission to undertake each individual non-sponsor work effort. This request must be submitted in writing to the NIST Contracting Officer at least sixty (60) days prior to the requested start date of such work. The NIST Contracting Officer will respond within thirty (30) days of receipt of request. The NIST Contracting Officer reserves the right to deny such requests if he/she determines that the non-sponsor activities may adversely impact FFRDC work for the sponsoring agency.

- c. Conflict of Interest: The FFRDC shall maintain a written rigorous organizational and staff Conflict of Interest in accordance with a Conflict of Interest Plan reviewed and approved in writing by the Contracting Activity. Only the Contracting Activity is authorized to approve any changes made to the FFRDC's Conflict of Interest Plan, or the parent corporation's conflict of interest policy regarding the FFRDC. The approval of any such changes must be made in writing by the NIST Contracting Officer. The Corporate and FFRDC Leadership will report any actual or perceived conflicts of interest and their proposed disposition, in writing, to the Contracting Officer and to the FFRDC PMO as soon as such conflicts are identified.

VII. DETERMINING SUITABILITY OF WORK FOR THE FFRDC

The FFRDC PMO is responsible for reviewing each request for use of the FFRDC from the organizational units within the Sponsoring Agency and other agencies. The FFRDC PMO is responsible for determining whether each request is suitable to be contracted to the FFRDC. The FFRDC PMO will consider the following in making this determination:

- A. Consistency with the FFRDC mission, purpose, and capabilities.
- B. Completeness of the request package, to include the quality level of the documents describing the request and the inclusion of all required documentation in the request.
- C. Consistency with the scope of work of the IDIQ Contract and sufficient capacity remaining on the Contract to accommodate the request.
- D. Consistency with the FFRDC's special relationship with its sponsors, as evidenced by the need for one or more of the following:
 - 1. Effective performance of objective, high-quality work on subjects integral to the mission and operations of the Sponsoring Agency.
 - 2. Freedom from real or perceived conflicts of interest caused by commercial or other involvement.
 - 3. Broad access to information, including sensitive Government information, proprietary data from industry, and other information not normally available outside of the Government.
 - 4. Responsiveness to emerging and evolving needs of sponsors.
 - 5. Long-term continuity of knowledge on issues and problems of enduring concern, including both maintaining corporate memory for sponsors when appropriate and providing quick responses to sponsor needs in areas of established expertise.

VIII. ANNUAL REVIEW OF THE FFRDC

An Annual Review of the FFRDC will be completed by the FFRDC PMO. The review will take place following the end of the current "Contract Year." The Base Ordering Period of the Contract is a period of five consecutive years. Each of the four Option Ordering Periods of the Contract contain five additional consecutive years. For each Ordering Period of the Contract, the Annual Review will be conducted for each of the first four years. During the fifth year of each Ordering Period, the Comprehensive Review of the FFRDC will be conducted (See Section X of this Agreement). Therefore, this Annual Review will be conducted a minimum of four times per Ordering Period.

The Annual Review will be conducted during the 12th month of each year during a given Ordering Period.

In order to properly conduct the Annual Review of the FFRDC to ensure the proper use of the FFRDC and the quality of services provided by the FFRDC, the following responsibilities re assigned.

- A. The FFRDC will provide the following documents to the NIST Contracting Officer no earlier than 60 days prior to the end of the contract year and no later than 30 days prior to the end of the contract year:
 1. An Annual Compliance Statement to the NIST Contracting Activity to attest that the FFRDC has complied with the terms and conditions of the Contract, this Agreement, and the accepted Conflict of Interest Plan. This statement shall be provided prior to the Annual Review at the request of the FFRDC PMO or NIST Contracting Activity.
 - a. Any deviations from the applicable terms and conditions noted above in the present year will be described in detail. This will include a description of the deviation, the efforts to remedy the situation, and the results of those efforts.
 2. A written report describing the FFRDC's efforts and results in achieving cost-effective operations while maintaining high quality services and deliverables. The report will also contain the FFRDC's plan for the upcoming year to continue or improve upon the cost-effective operations achieved in the present year.
 - a. This report will also contain any recommendations developed by the FFRDC on how to improve the operation of the FFRDC, the relationship between the FFRDC and the Sponsor Community, and other applicable operations.
- B. The FFRDC PMO will:
 1. Conduct the Annual Review of the FFRDC, which will then be forwarded to the Sponsoring Agency Management. The purposes of this Annual Review are:
 - a. To assess the level of spending by the Sponsoring Agency and other agencies under the FFRDC Contract in the current year, and to analyze this spending in tandem with previous years' spending and future projected spending.
 - i. To categorize the current year's spending among each of the three major task areas of the Contract.
 - ii. To assess the level of spending by the Sponsoring Agency compared to each individual non-sponsor agency that has used the FFRDC in the current year.
 - b. To ensure the FFRDC's compliance with the terms and conditions of the Contract, this Agreement, and the accepted Conflict of Interest Plan.
 - c. To assess the effectiveness of the FFRDC's to-date operations in terms of quality, cost control, transparency, and overall need fulfillment.
 - d. To identify areas where improvements can be made in the approach to managing the FFRDC by both the Sponsoring Agency and the FFRDC.
 2. As part of the Annual Review, the FFRDC PMO will conduct a survey of COR's and Technical Leads across the major task areas included in the IDIQ Contract. The survey will gather data on their perception of the various aspects of the FFRDC work, such as technical quality, responsiveness, program value, and timeliness.
 3. As part of the Annual Review, the FFRDC PMO will review the Annual Compliance Statement and the Annual Report provided by the FFRDC to enhance the effectiveness of the review.
 4. Provide the results of the Annual Review to the FFRDC Leadership for informational purposes. Any perceived or real problems will be discussed with the

FFRDC. The FFRDC PMO, with the support of the NIST Contracting Activity, will work with the FFRDC to jointly determine and implement resolution.

5. Provide the results of the Annual Review to the Sponsoring Agency Management in the form of a written report. In addition, the FFRDC PMO will coordinate and conduct a meeting with the Sponsoring Agency Management to discuss the results of the Annual Review and any planned changes for the upcoming year of the Contract.

IX. COMPREHENSIVE REVIEW OF THE FFRDC

The Sponsoring Agency, prior to extending the Contract with the FFRDC, will conduct a Comprehensive Review of the use and need for the FFRDC. The review will be coordinated with any co-sponsors, should any be added throughout the Contract's period of performance, and may be performed in conjunction with the budget process. If the Sponsoring Agency determines that its sponsorship is no longer appropriate, it will apprise other agencies which use the FFRDC of the determination and afford them an opportunity to assume sponsorship.

Approval to continue or terminate the sponsorship rests with the Head of the Sponsoring Agency, as detailed in Section VI of this Agreement. This determination will be based upon the results of the Comprehensive Review of the FFRDC. The FFRDC PMO is responsible for conducting the Comprehensive Review under the leadership of the NIST Contracting Activity.

The Comprehensive Review will be conducted at least every five years throughout the existence of the FFRDC, and will include the following:

- A. An examination of the Sponsoring Agency's special technical needs and mission requirements that are performed by the FFRDC to determine if and at what level they continue to exist.
- B. Consideration of alternative sources to meet the Sponsoring Agency's needs.
- C. An assessment of the efficiency and effectiveness of the FFRDC in meeting the Sponsoring Agency's needs, including the FFRDC's ability to maintain its objectivity, independence, quick response capability, currency in its field(s) of expertise, and familiarity with the needs of its sponsor.
- D. An assessment of the adequacy of the FFRDC management in ensuring a cost-effective operation.
- E. A determination that the criteria for establishing the FFRDC continue to be satisfied and that this Agreement is in compliance with FAR 35.017-1.

X. CAPITALIZATION AND RETAINED EARNINGS

- A. The FFRDC is organized and exists as a [State] nonprofit mutual benefit corporation without capital stock and will not distribute assets to, or for the benefit of, any individual or entity. From inception, its accumulations from fee and other income constitute its retained earnings (reserves), which will be used in part to fulfill working capital requirements and to further the research and development purposes of the FFRDC.
- B. The [Contractor Name] shall provide annually to NIST an accounting and reporting on the sources, uses, and balances of accumulated retained earnings, its plan for using the retained earnings for the next budget year and for the following budget year.
- C. Any retained earnings from the performance of FFRDC contracts, and any personal or real property obtained by [Contractor Name] using such retained earnings, are to be treated as assets of [Contractor Name] and disposed of as specified in Section XII of this Agreement.

XI. OTHER CONSIDERATIONS AND GENERAL UNDERSTANDINGS

A. Limitations

The strategic relationship between the FFRDC and its Sponsor requires that the FFRDC accept certain restrictions, namely that the FFRDC:

1. May only perform work that has been issued to the FFRDC in the form of task orders issued under the base IDIQ Contract. All work to be performed will be delineated in the task orders, and any work outside of the task orders being requested of the FFRDC must be reported to the NIST Contracting Activity and approval must be obtained from the NIST Contracting Officer prior to commencing any performance on such work.
2. Will only perform work within the scope of the IDIQ Contract and that is consistent with the basic purpose and mission of the FFRDC, as determined by the FFRDC PMO.
3. May apply for grants only when:
 - a. No real or perceived conflict of interest exists between the execution of the grant and the current or planned work of the FFRDC under the Contract.
 - b. The principal purpose of the grant is to stimulate or support research and development in support of the Sponsor's mission.
4. Will not, unless authorized by legislation and/or the Contract, undertake quantity production or manufacturing.

B. Non-Disclosure of Sensitive Information

The FFRDC acknowledges that in the course of performing any work, the FFRDC and its personnel (which include dedicated staff, consultants, and subcontractors) may have access to proprietary and privileged information of NIST, other non-sponsoring agencies, and potentially other private industry organizations, and may also produce information that is proprietary and privileged.

Except as otherwise required by applicable law or regulation or a final order of a court of competent jurisdiction (in which event written notice will be given to the cognizant head of agency prior to disclosure or use of the information in order to give the agency a reasonable opportunity to protect its interests), or as expressly authorized in writing by the Sponsoring Agency, the FFRDC agrees on behalf of itself and its personnel, that the FFRDC and its personnel will not:

1. Disclose any privileged information (as defined below) related to the work performed for or on behalf of Sponsors and Non-Sponsors.
2. Use privileged information for the benefit of the FFRDC, any FFRDC personnel, or any third party.

The FFRDC will require all of its personnel to execute non-disclosure agreements approved by the NIST Contracting Officer prior to performing work, and will ensure that such personnel comply with the provisions of such agreements and this paragraph.

1. For the purposes of this Agreement, "privileged information" means any non-public, proprietary or procurement sensitive information that the sponsoring agency or other provider of the information (including the sponsoring agency, other Federal government agencies, or corporate entities working on or

advising on relevant government matters) specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential.

Privileged information will include but not be limited to all data, pricing information, cost data information, controlled unclassified information, know-how, written materials, proposals, memoranda, notes, inventions, devices, technology, designs, copyrighted information, trade secrets, confidential business information, analyses, test and evaluation results, manuals, videotapes, contracts, letters, facsimile transmissions, electronic mail and other correspondence, financial information and projections, and business and marketing plans.

Privileged information will not include any information or data that is in the public domain or becomes part of the public domain by any means other than a breach by the FFRDC or FFRDC personnel of the obligations under this Agreement.

XII. NON-RENEWAL, TERMINATION, OR DISSOLUTION, DISPOSAL OF ASSETS AND SETTLEMENT OF LIABILITIES

- A. This Agreement will be effective when executed by both parties and will be made a part of and incorporated by this reference into the Contract. This Agreement will be in full force for the duration of the Contract. Subject to a favorable “need determination” resulting from the Comprehensive Review (as described by FAR 35.017), if mutually agreed between the Primary Sponsor and [Contractor Name], this Agreement will continue to be in full force and effect for subsequent renewals of the Contract.
- B. The ~~sponsoring agency~~ Contractor and/or its parent organization shall have the right in time of financial need to employ [Contractor Name]’s property as security in borrowing to meet [Contractor Name]’s obligations within the purposes set forth in its Articles of Incorporation and/or by-laws. To provide NIST the opportunity to eliminate the need for such action, at least sixty (60) days prior to any such borrowing the Contracting Officer and the Head of the Sponsoring Agency will be notified in writing setting forth the purpose and the amount of the borrowing.
- C. This Agreement and [Contractor Name]’s operation of the FFRDC are based on expectations of a long-term and continuing relationship between the parties. NIST will use its best efforts to inform [Contractor Name] as far as possible in advance if it concludes that such a long-term relationship is no longer in the best interests of the Government.
- D. In the event that NIST’s requirement for the FFRDC ceases to exist, NIST and the FFRDC shall attempt to transfer the FFRDC to another agency(ies). If transfer cannot be accomplished in a reasonable amount of time, the parties shall negotiate a phase-out plan consistent with the following terms.
 - a. In the event of a termination, the disposition, if any, of [Contractor Name] assets including retained earnings, after adequately providing for [Contractor Name]’s debts and obligations, shall be distributed as negotiated by the parties. In addition, [Contractor Name] agrees that upon such termination, all its assets, if any, after adequately providing for its debts and obligations, shall be applied to an objective that will benefit work in support of the U.S. Government. If such assets are sold, it is also agreed that the proceeds received from their sale (after adequate provision for [Contractor Name]’s debts and obligations) shall be applied to an objective that will benefit work in support of the U.S. Government.
 - b. In the event of such termination or of expiration or non-renewal of this

Agreement and of the Contract or task orders issued under the Contract with the FFRDC, all items that were furnished by the Government or purchased by [Contractor Name] and charged directly to the Contract or applicable task order(s) are the property of the Government and will be managed and disposed of in accordance with FAR 52.245-1.

- c. Upon the dissolution of [Contractor Name], after adequately providing for its debts and obligations, those in charge of liquidation of [Contractor Name]'s assets shall turn over any remaining assets to the United States of America.
- E. This Agreement obligates no appropriations, and creates no responsibility on the part of NIST or other non-sponsoring agencies to fund work at or provide funds to [Contractor Name]. Funds are obligated and work undertaken only and strictly in accordance with the terms and conditions of the Contract.

[NIST Contracting Officer's Name]
Contracting Officer
NIST Acquisition Management Division

[Date]

[President or CEO's Name]
[Title]
[Contractor Name]

[Date]

J. Required Format for Base Contract Labor Categories Description
(See Section L.8- Proposal Preparation and Organization Instructions – Volume 2; Section B.2- Base Contract Labor Categories)

Instructions: The Offeror shall number each of its proposed labor categories (1 – XX), and for each proposed labor category the following information shall be provided in the following format.

#	Labor Category Title	Description of Work to be performed under Labor Category	Applicable Minimum Qualifications
1	XXX	XXX	XXX

J. Required Format for Base Contract Pricing Information

(See Section L.8- Proposal Preparation and Organization Instructions – Volume 5; Section A- Base Contract Pricing)

See attached spreadsheet titled “J.3 External Attachment- Required Format for Base Contract Pricing.” This spreadsheet is an external attachment to the RFP.

Use Case Development and Implementation Statement of Work

1. BACKGROUND

There is an urgent national requirement that scientific and engineering talent be rapidly assembled to enhance the security of our nation's government and private sector information systems. Current cybersecurity vulnerabilities pose a serious risk to national security, public safety and economic prosperity.

The National Institute of Standards and Technology (NIST) Information Technology Laboratory's (ITL) mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology through research and development in information technology, mathematics, and statistics. The Consolidated and Further Continuing Appropriations Act, 2012 included \$10,000,000 for a Cybersecurity Center of Excellence. In February 2012, NIST, the State of Maryland, and Montgomery County, MD established the National Cybersecurity Center of Excellence (NCCoE), which is dedicated to furthering innovation through rapid identification, integration, and adoption of practical cybersecurity solutions, via a Memorandum of Understanding (MOU). The NCCoE brings experts together from industry, government and academia under one roof to develop practical, interoperable cybersecurity approaches that address the real world needs of complex information technology (IT) systems. By accelerating dissemination and use of these integrated tools and technologies for protecting IT assets, the NCCoE enhances trust in U.S. IT communications, data and storage systems; lowers risk for companies and individuals in the use of IT systems; and encourages development of innovative, job-creating cybersecurity products and services. Located near Gaithersburg, MD, the NCCoE is hosted by the US Department of Commerce (DOC), NIST, in collaboration with the State of Maryland Department of Economic Development and Montgomery County, Maryland.

NIST has entered into a formal Partnership Intermediary Agreement (PIA) with the State of Maryland and Montgomery County, MD, as partners in the mission, vision and goals of the NCCoE to ensure the growth and success of the NCCoE.

The vision of the NCCoE is to advance cybersecurity through a secure cyber infrastructure that inspires technological innovation and fosters economic growth.

The mission of the NCCoE is to accelerate adoption of secure technologies through collaboration with innovators to provide real-world cybersecurity capabilities that address business needs. The capabilities may be business or sector-specific or may be building blocks that are suitable to address security problems and requirements of a variety of different business and infrastructure sectors.

Both use case and building block development are being accomplished through collaborative relationships with private sector organizations. Key NCCoE infrastructure elements are provided by long-term partners through the National Cybersecurity Excellence Partnership (NCEP)

program. An NCEP partner's investment may take the form of physical infrastructure such as hardware and software components, intellectual knowledge including best practices and lessons learned, or physically or logically co-located personnel who work side by side with federal staff. Both NCEP partners and their cybersecurity technology providers collaborate with the NCCoE on use case-specific projects through collaborative research and development agreements.

With respect to business or sector-specific use cases, the process to be followed in executing the mission of the NCCoE is to 1) identify cybersecurity-related business problems, associated risks, and derived requirements; 2) identify technical components that can be employed in automation of security controls that address the cybersecurity requirements; 3) document and socialize proposed use cases; 4) establish teams of contributors to provide cybersecurity components and participate in development of demonstration prototypes that address use case requirements; 5) develop and demonstrate these proofs of concept; 6) document the demonstrated security platforms sufficiently that other technology providers can replicate the capabilities; and 7) document how the security platform may be integrated into business systems in a manner that provides security, usability, and functionality.

2. PURPOSE

The purpose of this task order is for the contractor to provide engineering, communications, outreach and other technical support to the NCCoE in identifying and implementing different sector specific use cases to be pursued, defining the use cases (description and socialization), developing appropriate teams for the use cases, and building the use cases (security platform development, demonstration, and documentation).

3. APPLICABLE DOCUMENTS

Title 44 of the United States Code: Public Printing and Documents; in particular, Chapter 1 (Joint Committee on Printing), Chapter 3 (Government Printing Office) and Chapter 5, Section 505 (Government publications may not be copyrighted).

Title 17 of the United States Code: Copyrights; Section 105 (Government publications may not be copyrighted); Section 106 (Exclusive rights in copyrighted works); Section 107 (Limitations on exclusive rights: fair use); Section 108 (Limitations on exclusive rights: reproduction by libraries and archives).

Department of Commerce Publishing and Printing Manual as authorized by DAO 201-32 dated 15 September 1987.

5 USC 301 note, "Plain Writing Act of 2010," Public Law 111-274, Oct. 13, 2010, <http://www.gpo.gov/fdsys/pkg/PLAW-111publ274/html/PLAW-111publ274.htm>.

Office of Management and Budget Memorandum for the Heads of Executive Departments and Agencies, "Final Guidance on Implementing the Plain Writing Act of 2010," April 13, 2011, (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-15.pdf>).

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Guide for Conducting Risk Assessments, NIST Special Publication 800-30, September 2012, (http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf).

Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, NIST Special Publication 800-37, February 2010, (<http://csrc.nist.gov/publications/nistpubs/800-37-rev1/sp800-37-rev1-final.pdf>).

Recommended Security Controls for Federal Information Systems and Organizations, NIST Special Publication 800-53, April, 2013, (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>).

Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans, NIST Special Publication 800-53A, August 2009, (http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf).

Guide to Industrial Control Systems (ICS) Security, NIST Special Publication 800-82, April 2013, (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-82r1.pdf>).

Guidelines on Security and Privacy in Public Cloud Computing, NIST Special Publication 144, September 2011, (<http://csrc.nist.gov/publications/nistpubs/800-144/SP800-144.pdf>).

Guidelines for Securing Wireless Local Area Networks (WLANs), NIST Special Publication 153, February 2012, (<http://csrc.nist.gov/publications/nistpubs/800-153/sp800-153.pdf>).

Security Requirements for Cryptographic Modules, Federal Information Processing Standard 140-2, December 2002, (<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>).

Guidelines for Smart Grid Cybersecurity, NIST IR 7628, August 2010, (<http://csrc.nist.gov/publications/nistir/ir7628/introduction-to-nistir-7628.pdf>).

ISO/IEC 27001:2005 – Information technology – Security techniques – Information security management systems

Other industry specific/private sector standards and best practices as required.

Improving Critical Infrastructure Cybersecurity (pursuant to Executive Order 13636), October 29, 2013, (<http://www.nist.gov/itl/upload/preliminary-cybersecurity-framework.pdf>).

NCCoE Deliverable Description #1, NDD 1, “Conference Agenda,” November 21, 2013.

NCCoE Deliverable Description #2, NDD 2, “Conference Minutes,” November 21, 2013.

NCCoE Deliverable Description #3, NDD 3, “Technical and Management Work Plan,” November 21, 2013.

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NCCoE Deliverable Description #4, NDD 4, "Technical Report - Study/Services," November 21, 2013.

NCCoE Deliverable Description #5, NDD 5, "Scientific and Technical Reports," November 21, 2013

4. SCOPE

The scope of this task order is for the contractor to provide engineering support, communications, outreach and other technical support to the NCCoE in use case identification, use case definition, use case team development, and use case builds.

Use case identification activities shall include identifying different sector specific use cases to be pursued including: 1) identifying cybersecurity-related business problems, associated risks, and derived requirements; 2) identifying technical components that can be employed in automation of security controls that address the cybersecurity requirements; and 3) documenting and socializing proposed use case requirements.

Use case definition activities, as approved by the government's Contracting Officer's Representative (COR), shall include 1) documentation and socialization of the purpose of the use case; 2) documentation and socialization of security, performance, usability, interoperability, physical, operational, and environmental aspects of use case requirements; and 3) identification and engagement of candidate teams of contributors that may provide cybersecurity components and participate in development and documentation of demonstration prototypes that address use case requirements.

Use case team development activities approved by the COR shall include 1) engaging technology providers that have expressed interest in participating as collaborators in defined use case development and other organizations capable of providing components and services specified in COR-approved *Use Case Descriptions*; and 2) facilitating agreements, acceptable to each NCCoE technology provider and to NIST, for those technology providers identified as a use case collaborator.

Use case build activities, as approved by the COR, shall include providing engineering support to the NCCoE in 1) developing proof of concept security platforms specified in *Use Case Descriptions* approved and provided by the COR; 2) demonstrating each security platform to government, business, systems integration, and infrastructure management stakeholders; 3) documenting the demonstrated security platforms sufficiently that other technology providers can replicate the capabilities; and 4) documenting how the security platform may be integrated into business systems in a manner that provides security, usability, and functionality.

This is a Cost type task order.

5. REQUIREMENTS

In order to accomplish this task, the contractor shall:

5.1 Requirements Definition and Projects Control.

5.1.1 Prepare and execute a *Monthly Planning Conference Agenda* conforming to NDD-1 for consultation with COR regarding engagement of specific industrial and economic sectors on cybersecurity-related business problems and with cybersecurity technology providers on available technology that is applicable to identified problems. Following the first Monthly Planning Conference, the agenda shall also include review of reports from the prior month's engagements and analysis (see Task 5.1.4), plans for and reports from Quarterly Use Case Planning Workshops (see Task 5.1.5), and identification of any use case(s) recommended as a result of analysis of these engagements. Within two days following each Monthly Planning Conference, document the proceedings and findings of the meeting in *Monthly Planning Conference Minutes* conformant to NDD-2.

5.1.2 Conduct in-person, teleconference, or webcast (if available) meetings with company and/or consortium representatives from specific industrial and economic sectors as specified in the minutes of the Monthly Planning Conference (see Task 5.1.1). The dates and frequency of the meetings will be governed by the findings of the Monthly Planning Conference (see Task 5.1.1), but are anticipated to average ten meetings per month. The purpose of the meetings with company representatives shall be to identify cybersecurity business problems specific to that individual business and sector. Problems examined shall include any regulatory issues as well as organizational threats, vulnerability, and customer confidence concerns. It is anticipated that at least two meetings per month will be at the company and/or consortium representatives' facility and may include travel to that facility. Within two days following each meeting, the contractor shall document and deliver the results of each meeting with company representatives in a *Business Requirements Meeting Minutes* report conformant to NDD-2 and provide the report to the COR.

5.1.3 Conduct in-person, teleconference, or webcast (if available) meetings with cybersecurity technology providers on available technology that is applicable to identified problems as specified in the minutes of the Monthly Planning Conference (see Task 5.1.1). The dates and frequency of the meetings will be governed by the findings of the Monthly Planning Conference, but are anticipated to average ten meetings per month. The purpose of the meetings with cybersecurity technology providers shall be to identify cybersecurity products and components that can employ automation to address business problems and derived requirements identified in meetings with company and/or consortium representatives from specific industrial and economic sectors (see Task 5.1.2). It is anticipated that at least two meetings per month will be at the technology provider's facility and may include travel to that facility. Within two days following each meeting, document and deliver the results of each meeting with cybersecurity provider representatives in a *Technology Capabilities Meeting Minutes* report conformant to NDD-2 and provide the report to the COR.

5.1.4 Analyze the results of each month's meetings with company and consortium representatives from specific industrial and economic sectors (see Task 5.1.2) against the most current version of risk management guidelines and recommendations: *Guide for Conducting Risk Assessments* (NIST Special Publication 800-30), *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach* (NIST Special Publication 800-37), Recommended Security Controls for Federal Information Systems and Organizations (NIST Special Publication 800-53), and *Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans* (NIST Special Publication 800-53A); plus applicable sector-specific NIST recommendations (e.g., NIST IR 7628, *Guidelines for Smart Grid Cybersecurity*) and cybersecurity framework publications pursuant to Executive Order 13636, *Improving Critical Infrastructure Cybersecurity*. Each analysis shall be conducted with the understanding that non-Federal conformance to NIST recommendations and guidelines is strictly voluntary.

The analysis shall identify cybersecurity-related business problems identified, cybersecurity risks associated with the business problems, and cybersecurity requirements implied by or derived from the business problems and risks. Additionally, the contractor shall analyze the results of each month's meetings with cybersecurity technology providers (see Task 5.1.3) to identify available technology that may potentially be employed to satisfy the security requirements identified in the business problem and risk analysis. The results of the monthly analysis shall be reported in a *Monthly Requirements Assessment Report* conformant to NDD-5. Each report shall document cybersecurity-related business problems identified; cybersecurity risks associated with the business problems; and cybersecurity requirements implied by or derived from the business problems and risks; and cybersecurity technology sources, products, and components identified as potentially addressing the business problem and risk-based requirements. The report shall also recommend use case development as and if justified by security requirements and technology availability.

Use case recommendations shall identify the proposed use case, the business problem(s) addressed by the use case, cybersecurity risks associated with the business problem(s), cybersecurity requirements derived from the business problem and risk assessment, cybersecurity technology potentially available to address the derived requirements, potential sources for the security technologies identified, and any technology gaps that leave any identified requirements unaddressed. The number of use case recommendations will vary with circumstances, but are anticipated to average one recommendation per monthly report.

5.1.5 As directed by the COR, but normally on a quarterly basis, prepare and execute a *Quarterly Use Case Requirements Conference Agenda* conformant to NDD-1 for a two-day workshop engaging company and consortium representatives from industrial and economic sectors, and cybersecurity technology providers on the use case recommendations documented in the previous quarter's *Monthly Requirements Assessment Reports*. The public shall be invited. Individual invitations will be extended

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to companies and consortia with which in-person, teleconference, or webcast engagements are being conducted by the contractor (see Tasks 5.1.2 and 5.1.3), NCEP Partners, current collaborators on NCCoE use cases, and technology companies that have submitted letters of interest in participating in use cases. Each two-day Quarterly Use Case Requirements Conference shall include an introductory summary by a combination of NCCoE and contractor staff, presentation of use case recommendations, and solicitation of participant's inputs regarding both requirements and relevant technology to address the requirements. The agenda may also include short technology presentations by technology providers. Where appropriate, the *Quarterly Use Case Requirements Conference Agenda* may provide for break-out sessions. Within one month following each workshop, the contractor shall document the proceedings and findings of each workshop in *Quarterly Use Case Requirements Conference Minutes* conformant to NDD-2.

5.2 Use Case Definition

5.2.1 Extract use case proposal rationale and requirements from the minutes of NCCoE Monthly Planning Conferences (see Task 5.1.1), the minutes of NCCoE Quarterly Use Case Planning Workshops (see Task 5.1.5), and use case recommendations from *Monthly Requirements Assessment Reports* (see Task 5.1.4). The COR will identify Use Cases for further definition within two weeks of receipt. For each proposed use case identified by the government's COR for further definition, develop a *Use Definition Case Work Plan* for engaging with government stakeholders, company and/or consortium representatives from specific industrial and economic sectors, and cybersecurity technology providers to obtain assistance in establishing security, performance, usability, interoperability, and physical and operational environmental requirements for the use case and for developing the use case.

Each *Use Case Definition Work Plan* shall conform to NDD-3 format ("Technical and Management Work Plan"). Each *Use Case Definition Work Plan* shall specify plans and schedules for the following tasks: 1) requirements data gathering, 2) acquisition of information regarding component availability and sources, 3) product support and intellectual property constraints and associated requirements, 4) requirements definition, 5) cybersecurity technology component identification by type, 6) proposed protocol and applications constraints, 7) proposed interface constraints, 8) draft use case development, 9) use case coordination, 10) use case publication, 11) use case collaborator recruitment, and 12) administrative and legal requirements for collaboration agreements. The number of *Use Case Definition Work Plans* required will be based on the number that are designated by the COR for further development (see Task 5.1.4) but are anticipated to number eight in each year. The contractor shall deliver the initial *Use Case Definition Work Plan* no later than six weeks following identification of the proposed use case by the COR for further definition. The contractor shall deliver each subsequent *Use Case Definition Work Plan* no later than three weeks following identification of the proposed use case by the government's COR for further definition (see Task 5.1.4).

5.2.2 For each use case identified by the government's COR for further definition, and in accordance with its *Use Case Definition Work Plan* (see Task 5.2.1), the contractor shall

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conduct in-person, teleconference or webcast meetings with government stakeholders and with company and/or consortium representatives from the appropriate specific industrial and/or economic sector to derive information regarding security, performance, usability, interoperability and physical and operational environmental requirements for the use case. Following the *Use Case Definition Work Plan*, the contractor shall identify any product support and intellectual property constraints and procedures that may need to be accommodated by users, technology providers, and use case implementers. The dates and frequency of the meetings will be governed by each *Use Case Definition Work Plan* but are anticipated to average ten meetings per month for two months. It is anticipated that at least two meetings per month will be at the company and/or consortium representatives' facility and may include travel to that facility. No later than two days following each meeting, the contractor shall document and deliver the results of each meeting with government and/or company representatives in a *Use Case Requirements Meeting Report* conformant to NDD-2 and provide the report to the COR.

5.2.3 For each use case identified by the COR for further definition, and in accordance with its *Use Case Definition Work Plan* (see Task 5.2.1), the contractor shall conduct in-person, teleconference or webcast meetings with cybersecurity technology providers on security, performance, usability, interoperability and physical and operational environmental characteristics and capabilities of available technology that is applicable to use case requirements identified by government stakeholders, company and/or consortium representatives, and contractor experts. Following the *Use Case Definition Work Plan*, identify any product support and intellectual property constraints and procedures that may need to be accommodated by users, technology providers, and use case implementers. The dates and frequency of the meetings will be governed by the *Use Case Definition Work Plan*, but are anticipated to average ten meetings per month for three months. It is anticipated that at least two meetings per month will be at the technology provider's facility and may include travel to that facility. Not later than two days following each meeting, the contractor shall document and deliver the results of each meeting with cybersecurity provider representatives in a *Use Case Technology Meeting Report* conformant to NDD-2 and provide the report to the COR.

5.2.4 For each *Use Case Definition Work Plan* (see Task 5.2.1) identified by the COR for further definition, and in accordance with the *Use Case Definition Work Plan*, develop a draft *Use Case Description* in Scientific and Technical Report format conformant to NDD-5. Each draft *Use Case Description* shall include the following sections: 1) Description (including function(s), risk mitigation objective(s), concept of use, illustrative scenario); 2) Desired Platform Characteristics; 3) Business Value; 4) Relevant Standards and Regulations; 5) Example Component List; 6) High-Level Architecture; and 7) Required System, Interface and Applications Requirements. The draft *Use Case Description* shall be delivered no later than 20 weeks following identification by the government's COR for further definition. The COR will respond with acceptance or corrections within five working days of receipt. Any necessary corrections shall be made and the revised draft submitted within five additional working days.

5.2.5 Upon its acceptance by the COR, immediately publish each draft *Use Case Description* (see Task 5.2.4) for public comment in accordance with NIST procedures. Provide electronic copies, with requests for comment, to all government stakeholders and those company and/or consortium representatives and technology providers who were engaged under Tasks 5.2.2 and 5.2.3 above. The draft *Use Case Description* announcement, in COR-specified format, shall include a request for questions and comments, and expressions of interest. The contractor shall provide a closing date of 30 calendar days following publication. Thirty calendar days following publication of each draft, the contractor shall prepare and execute a *Comment Resolution Conference Agenda* conformant to NDD-1 for consultation with COR regarding resolution of comments received and expressions of interest in collaboration. Within five calendar days following each Comment Resolution Conference, the contractor shall document the proceedings and findings of the meeting in *Comment Resolution Conference Minutes* conformant to NDD-2.

5.2.6 Thirty calendar days following each Comment Resolution Conference, publish as final the *Use Case Description* addressed in the Comment Resolution Conference (see Tasks 5.2.4 and 5.2.5). The *Use Case Description* shall be delivered in Scientific and Technical Report format (NDD-5). Each final use case description shall be published in accordance with NIST procedures and shall be accompanied by a formal invitation in COR specified format to technology providers to submit letters of interest in collaborating in the subject use case. The number of *Use Case Descriptions* that will be pursued as projects will vary depending on the results of analysis of comments received and the determinations made by the COR, but are expected to average four per year. The contractor shall request from each cybersecurity technology provider that expressed interest in collaborating on the use case a letter identifying the provider's proposed contribution, the functional and security requirements of the use case that the contribution satisfies, any support or intellectual property constraints that accompany the proposed contribution, and corporate ownership and affiliation information. Responses shall be due in writing 30 calendar days following issuance of the letters.

5.2.7 Forty-five calendar days following publication of each final *Use Case Description* (see Task 5.2.6), deliver to the COR a *Use Case Definition Report* conformant to NDD-5 that includes 1) the final *Use Case Description*, 2) a list of respondents to the request for expressions of interest in collaboration and the contributions proposed by each, 3) an appendix containing all *Comment Resolution Conference Minutes* associated with the use case from Task 5.2.5, 4) an appendix containing all letters of interest in collaborating on the use case from Task 5.2.6, and 5) the *Use Case Definition Work Plan* (see Task 5.2.1).

5.3 Team Development

5.3.1 For each published *Use Case Description* (see Task 5.2.6), review the description, minutes of engagements with technology providers, and letters of interest received from those providers who expressed interest in participating in the use case. For each published

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Use Case Description, the contractor shall develop a *Use Case Team Development Work Plan* for establishing agreements between cybersecurity technology providers and the NCCoE that commits the technology providers to provide the components, interfaces, and documentation necessary for development and demonstration of the security platforms specified in the *Use Case Description*. The composition of the components offered by each team must enable meeting the security, performance, usability, interoperability, and physical and operational environmental requirements for the use case. The agreements with the technology companies must satisfy company and NCCoE intellectual property and other legal requirements, must include technical assistance in component integration and security platform development, and technology provider participation in demonstrating the security platform specified in the *Use Case Description* to companies and consortia that identified the business problems and risks that the use case security platform is designed to address (see task 5.1.2 and 5.1.3). Each *Use Case Team Development Work Plan* shall identify 1) the component and technical assistance required by the *Use Case Description*; 2) the organization(s) and offered components and assistance associated with each letter of interest received from technology providers for the use case; 3) any security platform components specified in the *Use Case Description* for which no technology provider source has been identified; 4) a plan for engaging technology providers to obtain agreement to provide the missing component(s), if any; 5) the required content, format, and signatory authority required for agreements needed for technology provider participation in the use case development and demonstration activity; 6) the number of cooperative work plans required by the use case; and 7) the steps, sequence, and schedule to be followed in the process of establishing and executing the agreements associated with the use case. Each *Use Case Team Development Work Plan* shall be delivered no later than two months following publication of the *Use Case Description* and shall conform to NDD-3 format (“Technical and Management Work Plan”).

5.3.2 Prepare and execute a *Monthly Team Development Conference Agenda* conformant to NDD-1 for consultation with the COR regarding the status of engagement of cybersecurity technology providers in developing and/or facilitating the agreements necessary to carry out each published use case for which teams have not yet been fully formed. Following the first Monthly Team Development Conference, the agenda shall also include review of reports from the prior month’s engagements and activities (see Tasks 5.1.2 and 5.1.3). Within two calendar days following each Monthly Team Development Conference, the contractor shall document the proceedings and findings of the meeting in *Monthly Team Development Conference Minutes* conformant to NDD-2. The contractor shall make any updates to or modifications to each *Use Case Team Development Work Plan* required by the proceedings and findings of the meeting as documented in *Monthly Team Development Conference Minutes*.

5.3.3 Conduct in-person, teleconference or webcast meetings with cybersecurity technology providers regarding available technology and potential interest in entering into an agreement to provide that technology to resolve any component deficiencies with respect to the requirements of each published *Use Case Description* for which the development and demonstration team (see Task 5.3.6) has not yet been fully formed via

agreements (see Task 5.3.1). The objective of the meetings shall be to solicit letters of interest in use case team participation and filling gaps in commitments to provide components and technical assistance specified in *Use Case Descriptions*. The dates and frequency of the meetings will be governed by the findings of the Monthly Team Development Conference, but are anticipated to average ten meetings per month. It is anticipated that at least two meetings per month will be at the technology provider's facility and may include travel to that facility. The contractor shall document the results of each meeting with cybersecurity provider representatives in a *Team Development Meeting Minutes* report conformant to NDD-2 and provide the report to the COR within two working days following the meeting.

5.3.4 Conduct in-person, teleconference or webcast meetings with cybersecurity technology providers who have provided letters of interest in entering into an agreement to participate in use cases for which development and demonstration teams (see task 5.3.6) have not yet been fully formed. Topics to be covered in the meetings include 1) components and assistance by the provider in its letter(s) of interest; 2) any potential for adding to a proposed letter of agreement any component(s) missing from the proposed security platform as specified in a *Use Case Description*; 3) the required content, format, and signatory authority required for agreements needed for technology provider participation in the use case development and demonstration activity; 4) outstanding issues impeding completion of agreements; and 5) identification and assignment of responsibility(ies) for next and remaining steps in the process of establishing and executing the agreements associated with the use case (see Task 5.3.1). The dates and frequency of the meetings will be governed by the findings of the Monthly Team Development Conference, but are anticipated to average ten meetings per month. It is anticipated that at least two meetings per month will be at the technology provider's facility and may include travel to that facility. The contractor shall document the results of each meeting with cybersecurity provider representatives in a *Team Development Meeting Minutes* report conformant to NDD-2 and provide the report to the COR within two working days following the meeting.

5.3.5 In accordance with each *Use Case Team Development Work Plan* (see Task 5.3.1), the direction of the government's COR, and the resolutions achieved in meetings with technology providers, facilitate the development of agreements between cybersecurity technology providers and the NCCoE that commit the technology providers as collaborators to provide the components, interfaces, and documentation necessary for development and demonstration of the security platforms specified in the *Use Case Description* (see Task 5.2.6). The number of use case collaborators will vary based on use case requirements and provider interest but is expected to average six per use case. The agreements shall be delivered in COR-specified format. The number of use case recommendations will vary with circumstances, but is anticipated to average eight recommendations per year.

5.3.6 On completion of the program specified in each *Use Case Team Development Work Plan* (see Task 5.3.1), deliver to the government's COR a *Roster of Use Case Development and Demonstration Collaborators* with completed agreements for each

technology provider identified in the roster included in an appendix to the Roster. Each *Roster of Use Case Development and Demonstration Collaborators* shall conform to NDD-4 format ("Technical Report - Study/Services"). The government's COR will review and either approve or comment on the initial *Roster of Use Case Development and Demonstration Collaborators* within ten (10) business days of receipt.

5.4 Use Case Build

5.4.1 Immediately following the government's COR approval of the initial *Roster of Use Case Development and Demonstration Collaborators* (see Task 5.3.6), the contractor shall prepare and execute a *Monthly Use Case Build Conference Agenda* conformant to NDD-1 for consultation with the COR regarding 1) new use case build project authorization and planning; 2) issues requiring attention in current use case build projects; 3) situations requiring engagement of stakeholders and sector and cybersecurity technology providers that are involved in or have expressed requirements regarding use case security platforms being built; 4) progress in engaging these technology providers and stakeholders; 5) ambiguities discovered in and other technical issues associated with approved use case descriptions; 6) issues associated with completed agreements with contributors to use case development teams; 7) assignment of responsibilities for developing and documenting use case build plans; 8) status of and commentary on each use case build plan; 9) status of establishing, assigning and acquiring facilities, components, and materials necessary to execute each use case build plan (See Task 5.4.3); 10) status of and issues associated with use case security platform development in accordance with its build plan, 11) plans for and status of arrangements for demonstrating each use case to public sector and private sector business and infrastructure stakeholders in accordance with its build plan; and 12) plans for and status of documenting each use case in accordance with its build plan. The findings from each Monthly Use Case Build Conference shall include decisions regarding whether to pursue development of any new use case build plans, whether to pursue altering the set of contributors associated with any use case contributor team(s), and whether or not to terminate any use case projects. Within five days following each Monthly Use Case Build Conference, the contractor shall document the proceedings and findings of the meeting in *Monthly Use Case Build Conference Minutes* conformant to NDD-2.

5.4.2 Conduct in-person, teleconference or webcast meetings with public and private sector cybersecurity technology providers on use case build issues requiring attention as specified in the minutes of the Monthly Use Case Build Conference (see Task 5.4.1). The dates and frequency of the meetings will be governed by the findings of the Monthly Use Case Build Conference, but are anticipated to average thirty meetings per month. The purpose of the meetings may include 1) issues with respect to use case component conformance to specifications and/or requirements compliance; 2) issues associated with hardware and/or software harnesses needed to interface components and other integration and interface issues affecting security platform composition; 3) ambiguities or other deficiencies discovered in approved *Use Case Descriptions* (see Task 5.2.6); 4) issues that may have arisen regarding agreements with contributors to use case development teams; 5) efforts to augment or otherwise modify the make-up of use case development

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teams; 6) assignment of or modifications to responsibilities for executing use case build plans; 7) security platform test plans, procedures, execution, and results; 8) proposed adjustment to requirements specified in approved *Use Case Descriptions*; 9) to coordinate use case demonstration plans; 10) execution of use case demonstration plans; 11) component documentation deficiencies and other use case security platform documentation issues; and 12) issues associated with developing operation, installation, and/or maintenance and support instructions and related documentation. It is anticipated that at least two meetings per build per month will be at a technology provider's or other stakeholder's facility and may include travel to that facility. The contractor shall document the results of each meeting with cybersecurity provider representatives in a *Use Case Build Meeting Minutes* report conformant to NDD-2 and provide the report to the COR no later than two working days following each meeting.

5.4.3 Upon provision of receipt of authorization to proceed with a use case build, the associated *Use Case Description* (see Task 5.2.6), and the associated *Roster of Use Case Development and Demonstration Collaborators* (see Task 5.3.6) from the COR, develop a *Use Case Build Plan*. Each *Use Case Build Plan* shall conform to NDD-3 format ("Technical and Management Work Plan"). Each *Use Case Build Plan* shall specify plans and schedules for the following actions: 1) acquisition of information regarding component availability and sources; 2) cybersecurity technology component specifications; 3) interface development requirements; 4) product support and intellectual property constraints and associated requirements; 5) protocol and applications constraints; 6) summary use case collaborator recruitment plan; 7) administrative and legal requirements associated with use case collaboration agreements; 8) assignment of responsibilities for use case development operations; 9) use case functional and security test requirements and procedures; 10) use case demonstration plan (including identification of entities to which/whom the use case is to be demonstrated, communications plan, demonstration venue, and demonstration plan/schedule); 11) use case documentation plan (including installation requirements, maintenance and support requirements and potential attendant support contract implications, concept of use, security concept, and usability considerations); 12) infrastructure requirements; 13) staffing plan; and 14) project schedule. The number of *Use Case Build Plans* required will be based on the number of final *Use Case Descriptions* (see Task 5.2.6) that are designated by the government's COR for development but are anticipated to number four per year. Each *Use Case Build Plan* shall be delivered in draft no more than six weeks following receipt of authorization to proceed with a use case build, the associated *Use Case Description*, and the associated *Roster of Use Case Development and Demonstration Collaborators* from the government's COR. The COR will respond with acceptance or corrections within ten working days of receipt. Any necessary corrections shall be made and the revised draft submitted within ten additional working days.

5.4.4 Immediately upon approval of a *Use Case Build Plan* by the government's COR, each use case project shall be initiated in conformance to its respective *Use Case Description* (see Task 5.2.6) and *Use Case Build Plan* (see Task 5.4.3). The contractor shall provide status reports to each Monthly Use Case Build Conference (see Task 5.4.1) and, if appropriate, amend the *Use Case Description* and/or *Use Case Build Plan* if and

as directed by the COR as reflected in conference minutes. No later than six months following authorization by the COR to proceed with a use case build the contractor shall deliver a draft *Use Case Development Report and Demonstration Script* in Scientific and Technical Report format (NDD-5). The *Use Case Development Report and Demonstration Script* shall include an “as built” use case description, a high-level description of interface software and hardware harnesses developed under the use case, and a step-by-step demonstration script. The COR will respond with acceptance or corrections within five working days of receipt. Any necessary corrections shall be made and the revised draft submitted within ten additional working days. No later than ten working days following completion of development and test as reflected in the *Use Case Build Plan*, a *Final Use Case Development Report and Demonstration Script* shall be delivered. The COR will respond with acceptance or corrections within five working days of receipt. Any necessary corrections shall be made and the revised draft submitted within ten additional working days.

5.4.5 In accordance with the *Use Case Build Plan* (see Task 5.4.1), and no later than two weeks following delivery of the *Use Case Development Report and Demonstration Script* (see Task 5.4.4), the contractor shall deliver a *Use Case Demonstration Schedule* in Conference Agenda format (NDD-1). The *Use Case Demonstration Schedule* shall be amended, if and as necessary as reflected in findings in the *Monthly Use Case Build Conference Minutes* (see Task 5.4.1). The contractor shall perform use case demonstrations identified in the *Use Case Demonstration Schedule*. No later than four working days following completion of each use case demonstration, the contractor shall document 1) the venue, 2) demonstration participants, 3) organizations and individuals to whom the use case was demonstrated, 4) any exception conditions that occurred during the demonstration, and 5) any comments offered by the individuals to whom the use case security platform was demonstrated as a *Security Platform Demonstration Report* conformant to NDD-2.

5.4.6 In accordance with the *Use Case Build Plan* (see Task 5.4.3), and no later than two months following delivery of each *Final Use Case Development Report and Demonstration Script* (see Task 5.4.4), the contractor shall deliver a draft *Use Case Documentation Report*. The *Use Case Documentation Report* shall include 1) the use case’s functional, environmental, and security requirements; 2) a description of the use case architecture; 3) all use case components; 4) descriptions and listings for all interface software developed to enable interoperability among use case components; 5) descriptions and engineering drawings for all hardware harnesses necessary to enable interoperability among use case components; 6) use case installation requirements; 7) use case operating instructions (including screen shots to illustrate use case operational I/O for each stage of operation); 8) use case maintenance and support requirements and potential attendant support contract implications; 9) concept of use and operation for the use case; 10) the use case security concept of operation, and 11) use case usability considerations. The *Use Case Development Report and Documentation Script* (see Task 5.4.4) and *Security Platform Demonstration Reports* (see Task 5.4.5) shall be delivered as appendices to the report. The report shall be delivered in NDD-4 (“Technical Report - Study/Services”) format. The COR will review the draft and respond with acceptance or

corrections within fifteen working days of receipt. The contractor shall make corrections as directed by the government's COR and shall submit the final report within twenty additional working days.

6. PROJECT PLANNING AND REPORTING

In addition to the tasks described in Section 5 of this SOW, the contractor shall conduct continuous project planning and reporting throughout the period of performance of the task order, to include the following:

6.1 *Attend Kick Off Meeting.* A meeting will be scheduled immediately upon task order award to discuss anticipated tasks and associated deliverables, task requirements including critical skill sets, performance metrics, projected schedules, objectives/goals, and other related topics.

6.2 *Project Work Plan.* Develop and maintain a Project Work Plan. The NIST COR will approve the Project Work Plan or provide comments for revision within five (5) business days of receipt. The Project Work Plan must be revised as needed but not more often than monthly throughout the period of performance to accommodate changing priorities and work requirements. Updates to the plan will be scheduled as mutually agreed between NIST and the contractor.

The contractor shall become familiar with NIST-provided background materials (as given in section 3 of this SOW), consult with the NIST COR, and develop the initial Project Work Plan for the tasks outlined in this SOW.

7. DELIVERABLES

Deliverable	Associated Task/Subtask	Description	Quantity/Media	Projected Completion Date
1	6.1	Attend kick-off meeting at NIST	Attend meeting	Not more than 5 business days after task order award.
2	6.2	Project Work Plan	MS Office	Not more than 15 days after task order award.
3	5.1.1	Monthly Planning Conference Agenda	MS Office	First business day of each month
4	5.1.1	Monthly Planning Conference Minutes	MS Office	Two business days following each Monthly Planning Conference

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5	5.1.2	Business Requirements Meeting Minutes	MS Office	Two business days following each meeting
6	5.1.3	Technology Capabilities Meeting Minutes	MS Office	Two business days following each meeting
7	5.1.4	Monthly Requirements Assessment Report with Use Case Recommendations	MS Office, as directed by the COR	10 th day of the following month
8	5.1.5	Quarterly Use Case Requirements Conference Agenda	MS Word, as directed by the COR	As directed by the COR at the second Monthly Planning Conference of each quarter
9	5.1.5	Quarterly Use Case Requirements Conference Minutes	MS Office, as directed by the COR	One month following each Quarterly Workshop
10	5.2.1	Use Case Definition Work Plans	MS Office	Initial Work Plan six weeks following identification and subsequent Use Case Definition Work Plans three weeks following identification
11	5.2.3	Use Case Requirements Meeting Report	MS Office	Two business days following each meeting
12	5.2.3	Use Case Technology Meeting Report	MS Office	Two business days following each meeting
13	5.2.4	Draft Use Case Descriptions	MS Office	Draft Use Case Description shall be delivered no later than 20 weeks following identification by the COR for further definition
14	5.2.5	Draft Use Case Description Announcements	MS Word, as directed by the COR	Two business days following draft Use Case acceptance by the COR
15	5.2.5	Comment Resolution Conference Agenda	MS Word, as directed by the	Thirty days following

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			COR	publication of each draft Use Case
16	5.2.5	Comment Resolution Conference Minutes	MS Word, as directed by the COR	5 days following each Comment Resolution Conference
17	5.2.6	Final Use Case Description	MS Office, as directed by the COR	30 days following each Comment Resolution Conference
18	5.2.6	Request for Letters of Interest	MS Word, as directed by the COR	30 days following each Comment Resolution Conference
19	5.2.7	Use Case Definition Report	MS Office, as directed by the COR	45 days following publication of each Final Use Case Description
20	5.3.1	Use Case Team Development Work Plan	MS Office	Each plan to be delivered 2 months following publication of the Use Case Description it is to support.
21	5.3.2	Monthly Team Development Conference Agenda	MS Word	First business day of each month
22	5.3.2	Monthly Team Development Conference Minutes	MS Office	Two business days following each Monthly Team Development Conference
23	5.3.3	Team Development Meeting Minutes	MS Office	Two business days following each meeting
24	5.3.1	Agreements	MS Word, as directed by the COR	Delivery schedules specified in each Use Case Team Development Work Plan
25	5.3.6	Roster of Use Case Development and Demonstration Collaborators	MS Word, as directed by the COR	Five working days following completion of the program specified in each Use Case Team

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				Development Work Plan
26	5.4.1	Monthly Use Case Build Conference Agenda	MS Office	First business day of each month following exercise of the option
27	5.4.1	Monthly Use Case Build Conference Minutes	MS Office	2 business days following each Monthly Planning Conference
28	5.4.2	Use Case Build Meeting Minutes	MS Office	2 business days following each meeting
29	5.4.3	Use Case Build Plan	MS Office, as directed by the COR	Draft 6 weeks following receipt of authorization to proceed from the COR. Final within ten working days following receipt of comments.
30	5.4.4	Draft Use Case Development Report and Demonstration Script	MS Office, as directed by the COR	6 months following authorization by the COR; corrected draft within 10 working days following receipt of comments
31	5.4.4	Final Use Case Development Report and Demonstration Script	MS Office, as directed by the COR	10 working days following completion of the development and test elements of the use case build; corrections within 10 working days following receipt of comments
32	5.4.5	Use Case Demonstration Schedule	MS Office, as directed by the COR	2 weeks following delivery of Final Use Case Development Report and Demonstration Script; amendment(s), as required by COR

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33	5.4.6	Security Platform Demonstration Report	MS Office, as directed by the COR	4 working days following completion of each use case demonstration
34	5.4.6	Use Case Documentation Reports	MS Office, as directed by the COR	2 months following delivery of Final Use Case Development Report and Demonstration Script; Final 20 working days following receipt of comments from COR

All deliverables shall be provided to the COR. All materials shall be submitted to NIST via electronic submission.

8. GOVERNMENT-FURNISHED PROPERTY, MATERIAL, EQUIPMENT, OR INFORMATION (GFP, GFM, GFE, OR GFI)

The government will provide the following equipment to contractor employees required to be on site. Additional contractor personnel requiring the use of government furnished equipment will be provided the equipment below upon approval of the COR.

- 7.1 Desk in NCCoE office space
- 7.2 Internet connectivity
- 7.3 NIST Laptop Computer with monitor, keyboard, and mouse
- 7.4 Connection to NCCoE printer
- 7.5 Business telephone
- 7.6 Laboratory space (see Infrastructure and Design SOW)

9. SECURITY

Some work shall be performed at the NCCoE in Rockville, MD. Therefore, Contractor personnel will be required to obtain NIST identification.

10. KEY PERSONNEL

The contractor shall, at a minimum, designate four contractor personnel as Key Personnel. The titles of the labor categories given below are not mandatory. They are simply examples of titles suitable to the type of work to be performed by the respective key personnel positions. The contractor shall designate one of the following key personnel positions as the Task Order Project Manager (Task Order PM), as indicated in the key personnel descriptions.

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- Cybersecurity Subject Matter Expert (*may be designated as Task Order PM*)
- Cybersecurity Development Subject Matter Expert (*may be designated as Task Order PM*)
- Technology Partnerships Subject Matter Expert
- Cybersecurity Security Engineer

11. TRAVEL

Local and domestic travel may be required.

All authorized travel costs will be paid in accordance with Federal Travel Regulation and all travel engagements shall be approved by the NIST COR prior to occurrence.

12. PLACE OF PERFORMANCE

The primary place of performance will be at the NCCoE facility. However, there will be a need for Contractor personnel to attend meetings and provide services at non-Contractor facilities (e.g., Government, Industry), as detailed throughout this SOW.

13. PERIOD OF PERFORMANCE

The period of performance will consist of a 24 month period from the date of award.

14. RISK LEVELS

The work to be performed under this contract is IT Low Risk.

Building Block Development and Demonstration Statement of Work

1. BACKGROUND

There is an urgent national requirement that scientific and engineering talent be rapidly assembled to enhance the security of our nation's government and private sector information systems. Current cybersecurity vulnerabilities pose a serious risk to national security, public safety and economic prosperity.

The National Institute of Standards and Technology (NIST) Information Technology Laboratory's (ITL) mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology through research and development in information technology, mathematics, and statistics. The Consolidated and Further Continuing Appropriations Act, 2012 included \$10,000,000 for a Cybersecurity Center of Excellence. In February 2012, NIST, the State of Maryland, and Montgomery County, MD established the National Cybersecurity Center of Excellence (NCCoE), which is dedicated to furthering innovation through rapid identification, integration, and adoption of practical cybersecurity solutions, via a Memorandum of Understanding (MOU). The NCCoE brings experts together from industry, government and academia under one roof to develop practical, interoperable cybersecurity approaches that address the real world needs of complex information technology (IT) systems. By accelerating dissemination and use of these integrated tools and technologies for protecting IT assets, the NCCoE enhances trust in U.S. IT communications, data and storage systems; lowers risk for companies and individuals in the use of IT systems; and encourages development of innovative, job-creating cybersecurity products and services. Located near Gaithersburg, MD, the NCCoE is hosted by the US Department of Commerce (DOC), NIST, in collaboration with the State of Maryland Department of Economic Development and Montgomery County, Maryland.

NIST has entered into a formal Partnership Intermediary Agreement (PIA) with the State of Maryland and Montgomery County, MD, as partners in the mission, vision and goals of the NCCoE to ensure the growth and success of the NCCoE.

The vision of the NCCoE is to advance cybersecurity through a secure cyber infrastructure that inspires technological innovation and fosters economic growth.

The mission of the NCCoE is to accelerate adoption of secure technologies through collaboration with innovators to provide real-world cybersecurity capabilities that address business needs. The capabilities may be business or sector-specific or may be building blocks that are suitable to address security problems and requirements of a variety of different business and infrastructure sectors. With respect to cross-sector building blocks that are suitable to address security problems and requirements of a variety of different business and infrastructure sectors, the process to be followed in executing the mission of the NCCoE is to 1) identify security automation opportunities that show promise for mitigating cybersecurity-related business and infrastructure risks; 2) identify components that can be employed in composing automated security platform building blocks that show promise for mitigating the identified cybersecurity-related business and infrastructure risks; 3) establish teams of contributors to provide cybersecurity components and participate in development of demonstration prototypes of these building blocks; 4) develop and demonstrate these proof of concept building blocks; 5) document the demonstrated building blocks sufficiently that other technology providers can replicate the

capabilities; and 6) document how the building blocks may be integrated into systems and infrastructures in a manner that provides security, usability, and functionality.

Building block development is accomplished through collaborative relationships with private sector organizations. Key NCCoE infrastructure elements are provided by long-term partners through the National Cybersecurity Excellence Partnership (NCEP) program. An NCEP partner's investment may take the form of physical infrastructure such as hardware and software components, intellectual knowledge including best practices and lessons learned, or physically or logically co-located personnel who work side by side with federal staff. Both NCEP partners and other cybersecurity technology providers may collaborate with the NCCoE on building block projects through Collaborative Research and Development Agreements (e.g., NCEP Memoranda of Agreement or CRADAs).

2. PURPOSE

The purpose of this task order is for the contractor to provide engineering support to the NCCoE in identifying, developing, demonstrating, and documenting automated security platform building blocks that show promise for mitigating the cybersecurity-related business and infrastructure risks that have been identified by the government in collaboration with the contractor.

3. APPLICABLE DOCUMENTS

Title 44 of the United States Code: Public Printing and Documents; in particular, Chapter 1 (Joint Committee on Printing), Chapter 3 (Government Printing Office) and Chapter 5, Section 505 (Government publications may not be copyrighted).

Title 17 of the United States Code: Copyrights; Section 105 (Government publications may not be copyrighted); Section 106 (Exclusive rights in copyrighted works); Section 107 (Limitations on exclusive rights: fair use); Section 108 (Limitations on exclusive rights: reproduction by libraries and archives).

Department of Commerce Publishing and Printing Manual as authorized by DAO 201-32 dated 15 September 1987.

5 USC 301 note, "Plain Writing Act of 2010," Public Law 111-274, Oct. 13, 2010, <http://www.gpo.gov/fdsys/pkg/PLAW-111publ274/html/PLAW-111publ274.htm>.

Office of Management and Budget Memorandum for the Heads of Executive Departments and Agencies, "Final Guidance on Implementing the Plain Writing Act of 2010," April 13, 2011 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-15.pdf>).

Guide for Conducting Risk Assessments, NIST Special Publication 800-30, September 2012, (http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf).

Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, NIST Special Publication 800-37, February 2010, (<http://csrc.nist.gov/publications/nistpubs/800-37-rev1/sp800-37-rev1-final.pdf>).

Recommended Security Controls for Federal Information Systems and Organizations, NIST Special Publication 800-53, April, 2013, (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>).

Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans, NIST Special Publication 800-53A, August 2009, (http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf).

Guide to Industrial Control Systems (ICS) Security, NIST Special Publication 800-82, April 2013, (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-82r1.pdf>).

Guidelines on Security and Privacy in Public Cloud Computing, NIST Special Publication 144, September 2011, (<http://csrc.nist.gov/publications/nistpubs/800-144/SP800-144.pdf>).

Guidelines for Securing Wireless Local Area Networks (WLANs), NIST Special Publication 153, February 2012, (<http://csrc.nist.gov/publications/nistpubs/800-153/sp800-153.pdf>).

Security Requirements for Cryptographic Modules, Federal Information Processing Standard 140-2, December 2002, (<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>).

Guidelines for Smart Grid Cybersecurity, NIST IR 7628, August 2010, (<http://csrc.nist.gov/publications/nistir/ir7628/introduction-to-nistir-7628.pdf>).

Improving Critical Infrastructure Cybersecurity (pursuant to Executive Order 13636), October 29, 2013, (<http://www.nist.gov/itl/upload/preliminary-cybersecurity-framework.pdf>).

ISO/IEC 27001:2005 – Information technology – Security techniques – Information security management systems

Other industry specific/private sector standards and best practices as required.

NCCoE Deliverable Description #1, NDD 1, “Conference Agenda,” November 21, 2013.

NCCoE Deliverable Description #2, NDD 2, “Conference Minutes,” November 21, 2013.

NCCoE Deliverable Description #3, NDD 3, “Technical and Management Work Plan,” November 21, 2013.

NCCoE Deliverable Description #4, NDD 4, “Technical Report - Study/Services,” November 21, 2013.

NCCoE Deliverable Description #5, NDD 5, “Scientific and Technical Reports,” November 21, 2013.

4. SCOPE

The contractor shall provide engineering support to the NCCoE in 1) identifying opportunities for developing automated security platform building blocks that show promise for mitigating the cybersecurity-related business and infrastructure risks that have been identified by the government in collaboration with the contractor, 2) identifying components and sources for components and technical assistance in composing building blocks from these components, 3) developing and documenting building block project plans, 4) assembling building block

development teams from public and private sector sources, and 5) executing each building block project plan for composing, demonstrating, and documenting each building block to public and private sector business and infrastructure stakeholders.

This is a Cost type task order.

5. REQUIREMENTS

In order to fulfill the NCCoE's requirements, the contractor shall perform the following tasks:

5.1 Prepare and execute a *Monthly Building Block Planning and Management Conference Agenda* conformant to NDD 1 for consultation with the NIST Contracting Officer's Representative (COR) regarding ~~perceived~~ 1) ~~needs-contractor-identified requirements and opportunities~~ for security automation building blocks; 2) opportunities for engagement of specific public sector and cybersecurity technology providers that offer capabilities relevant to satisfying these perceived needs; 3) plans for and status of development of building block descriptions; 4) progress in engaging these public and private sector sources; 5) plans for executing agreements necessary to assemble building block development teams; 6) progress on establishing building block development teams; 7) assignment of responsibilities for developing and documenting building block project plans; 8) status of and commentary on each building block project plan; 9) status of establishing, assigning and acquiring facilities, components, and materials necessary to execute each building block project plan; 10) status of and issues associated with building block development in accordance with its project plan, 11) plans for and status of arrangements for demonstrating each building block to public and private sector business and infrastructure stakeholders in accordance with its project plan; and 12) plans for and status of documenting each building block in accordance with its project plan. The findings from each Monthly Building Block Planning Conference shall include decisions regarding whether to pursue development of any *Building Block Descriptions* (see Task 5.3) and/or *Building Block Project Plans* (see Task 5.5), whether to pursue development of any *Building Block Team Development Work Plans* (see Task 5.6), whether to continue or terminate development of any *Building Block Project Plans* and/or *Building Block Team Development Plans*, and whether or not to terminate any building block projects. Within five days following each Monthly Building Block Planning and Management Conference, document the proceedings and findings of the meeting in *Monthly Building Block Planning and Management Conference Minutes* conformant to NDD 2.

5.2 Conduct in-person or teleconference meetings with public and private sector cybersecurity technology providers on available technology that is applicable to needs for security automation building blocks as specified in the *Monthly Building Block Planning and Management Conference Minutes* (see Task 5.1). The dates and frequency of the meetings will be governed by the findings of the Monthly Building Block Planning and Management Conference, but are anticipated to average sixty (60) meetings per month. The purpose of the meetings shall be 1) to explore opportunities for engagement of specific public sector and cybersecurity technology providers that offer capabilities relevant to satisfying the perceived needs as documented in the *Monthly Building Block Planning and Management Conference Minutes*; 2) to engage these public and private sector sources; 3) to inform building block description activities; 4) to coordinate execution of agreements necessary to assemble building block development teams; 5) to determine progress on establishing building block development teams; 6) to coordinate assignment of responsibilities for executing building block project plans and 7) to address issues associated with developing building block project plans, developing building block teams, and executing building block project plans. It is

anticipated that at least two meetings per month will be at the technology provider's facility and may include travel to that facility. The contractor shall document the results of each meeting with cybersecurity provider representatives in a *Building Block Planning Meeting Minutes* report conformant to NDD 2 and provide the report to the COR no later than three working days following each meeting.

5.3 When initiation of development of a new *Building Block Description* has been directed in the *Monthly Building Block Planning and Management Conference Minutes* (see Task 5.1), the contractor shall immediately initiate work on the draft *Building Block Description*. Each draft *Building Block Description* shall include: 1) a summary description of the building block (including function(s), risk mitigation objective(s), concept of use, and illustrative scenario); 2) desired building block characteristics (functional, environmental, and security); 3) relevant standards and regulations bearing on or addressed by the desired characteristics; 4) example component list; 5) high-level architecture; and 6) required system, interface and applications requirements. In determining and reviewing the functional and security requirements to be established in each *Building Block Project Description*, the contractor shall document the concept of use and the associated performance requirements and security requirements as derived from analyzing the concept of use against the following risk management guidelines and recommendations: *Guide for Conducting Risk Assessments* (NIST Special Publication 800-30), *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach* (NIST Special Publication 800-37), *Recommended Security Controls for Federal Information Systems and Organizations* (NIST Special Publication 800-53), and *Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans* (NIST Special Publication 800-53A); plus any applicable sector-specific NIST recommendations (e.g., NIST IR 7628, *Guidelines for Smart Grid Cybersecurity*) and cybersecurity framework publications pursuant to Executive Order 13636, *Improving Critical Infrastructure Cybersecurity*.

Each analysis shall be conducted with the understanding that non-Federal conformance to NIST recommendations and guidelines is strictly voluntary. The draft *Building Block Description* shall be delivered in NDD 4 ("Technical Report - Study/Services") format no later than two months following identification for development by the COR as reflected in minutes of each Monthly Building Block Planning and Management Conference (see Task 5.1). The COR will respond with acceptance or corrections within ten working days of receipt. Any necessary corrections shall be made and the revised draft submitted within ten additional working days. The number of *Building Block Descriptions* will vary with circumstances, but are anticipated to average one recommendation per quarter.

5.4 Upon acceptance by the COR, immediately publish each draft *Building Block Description* for public comment in accordance with NIST procedures for publication of draft technical reports. The contractor shall provide electronic copies, with requests for comment, to all government stakeholders, company and/or consortium representatives, and technology providers who were engaged under Task 5.2. The draft *Building Block Description* announcement, in COR-specified format, shall include a request for questions and comments, and an invitation to technology providers to submit letters of interest in collaborating in the subject building block. Provide a closing date of 30 days following publication. Thirty days following publication of each draft, prepare and execute a *Comment Resolution Conference Agenda* conformant to NDD 1 for consultation with the COR regarding resolution of comments received and expressions of interest in collaboration. Within five calendar days following each Comment Resolution Conference, document the proceedings and findings of

the meeting in *Comment Resolution Conference Minutes* conformant to NDD 2 . Two weeks following each Comment Resolution Conference, publish as final the *Building Block Description(s)* addressed in the Comment Resolution Conference. The *Building Block Description* shall be delivered in Scientific and Technical Report format (NDD 5). The number of *Building Block Descriptions* that will be pursued as projects will vary depending on the results of analysis of comments received and the decision by the COR, but are expected to average two per year. The contractor shall request from each cybersecurity technology provider that expressed interest in collaborating on the building block a letter identifying the provider's proposed contribution, the functional and security requirements of the building block that the contribution satisfies, any support or intellectual property constraints that accompany the proposed contribution, and corporate ownership and affiliation information. Responses shall be due in writing 30 days following issuance of the letters.

5.5 Upon publication of each final *Building Block Description* (see Task 5.3), develop a *Building Block Project Plan*. Each *Building Block Project Plan* shall conform to NDD 3 format ("Technical and Management Work Plan"). Each *Building Block Project Plan* shall specify plans and schedules for the following tasks: 1) acquisition of information regarding component availability and sources; 2) cybersecurity technology component specifications; 3) interface development requirements; 4) product support and intellectual property constraints and associated requirements; 5) protocol and applications constraints, 6) summary building block collaborator recruitment plan; 7) administrative and legal requirements for building block collaboration agreements; 8) assignment of responsibilities for building block development operations; 9) building block functional and security test requirements and procedures; 10) building block demonstration plan (including identification of entities to which/whom the building block is to be demonstrated, communications plan, demonstration venue, and demonstration schedule); 11) building block documentation plan (including installation requirements, maintenance and support requirements and potential attendant support contract implications, concept of use, security concept, and usability considerations); 12) infrastructure requirements; 13) staffing plan; and 14) project schedule . The number of *Building Block Project Plans* required will be based on the number of final *Building Block Descriptions* that are designated by the COR for development but are anticipated to number two per year. Each *Building Block Project Plan* shall be delivered in draft format no more than six weeks following publication of its respective *Building Block Description* as final. The COR will respond with acceptance or corrections within ten working days of receipt. Any necessary corrections shall be made and the revised draft submitted within ten additional working days.

5.6 For each *Building Block Description* published as final (see Task 5.4), review the description, minutes of engagements with technology providers (see Task 5.2), and letters of interest received from those providers who expressed interest in participating in the building block (see Task 5.4). For each published *Building Block Description*, develop a *Building Block Team Development Work Plan* for establishing agreements between cybersecurity technology providers and the NCCoE that commits the technology providers to provide the components, interfaces, and documentation necessary for development and demonstration of the building block specified in the *Building Block Description*. The composition of the components offered by each team must enable meeting the security, performance, usability, interoperability, and physical and operational environmental requirements as specified in the *Building Block Description*. The agreements with the technology companies must satisfy company and NCCoE intellectual property and other legal requirements, must include technical assistance in component integration and security platform development, and

technology provider participation in demonstrating the security platform specified in the *Building Block Description* to companies and consortia that identified the business problems and risks that the building block security platform is designed to address. Each *Building Block Team Development Work Plan* shall identify 1) the component and technical assistance required by the *Building Block Description*; 2) the organization(s) and offered components and assistance associated with each letter of interest received from technology providers for the building block project; 3) any security platform components specified in the *Building Block Description* for which no technology provider source has been identified; 4) a plan for engaging technology providers to obtain agreement to provide the missing component(s), if any; 5) the required content, format, and signatory authority required for agreements needed for technology provider participation in the building block development and demonstration activity; 6) the number of cooperative work plans required by the *Building Block Project Plan*; and 7) the steps, sequence, and schedule to be followed in the process of establishing and executing the agreements associated with the building block. Each *Building Block Team Development Work Plan* shall be delivered in draft format no later than six weeks following publication of the *Building Block Description* (see Task 5.4) and shall conform to NDD 3 format ("Technical and Management Work Plan").

5.7 On the first work day of each month following publication of each final *Building Block Description*, prepare and execute a *Monthly Building Block Team Development Conference Agenda* conformant to NDD 1 for consultation with NCCoE staff regarding the status of engagement of cybersecurity technology providers in establishing the agreements necessary to carry out each final *Building Block Description* (see Task 5.4) for which teams have not yet been fully formed. Following the first Monthly Team Development Conference, the agenda shall also include review of reports from the prior month's engagements and activities (see Task 5.2). Within five Calendar days following each Monthly Building Block Team Development Conference, document the proceedings and findings of the meeting in *Building Block Team Development Conference Minutes* conformant to NDD 2. Make any updates or modifications to each *Building Block Team Development Work Plan* required by the proceedings and findings of the meeting as documented in *Building Block Team Development Conference Minutes*.

5.8 In accordance with each *Building Block Team Development Work Plan* (see Task 5.6), the direction of the COR, and the resolutions achieved in meetings with technology providers (see Task 5.2), facilitate the development of agreements between cybersecurity technology providers and the NCCoE that commits the technology providers as collaborators to provide the components, interfaces, and documentation necessary for development and demonstration of the building blocks specified in the *Building Block Description*. The number of building block collaborators will vary based on building block requirements and provider interest but is expected to average six per building block. The agreements shall be delivered in COR-specified format. The number of building block teams will vary with circumstances, but are anticipated to average two new projects per year.

5.9 On completion of the agreements specified in each *Building Block Team Development Work Plan* (see Task 5.6), deliver to the COR a *Roster of Building Block Development and Demonstration Collaborators* with completed agreements for each technology provider identified in the roster included in an appendix. Each *Roster of Building Block Development and Demonstration Collaborators* shall conform to NDD 4 format ("Technical Report - Study/Services").

5.10 Immediately upon delivery of its *Roster of Building Block Development and Demonstration Collaborators* (see Task 5.9) to the COR, each building block project shall be initiated in conformance to its respective *Building Block Description* (see Task 5.4) and *Building Block Project Plan* (see Task 5.5). The contractor's Task Order Project Manager (Task Order PM) (see Section 9) shall provide status reports to each Monthly Building Block Planning and Management Conference (see Task 5.1) and, if appropriate, amend the *Building Block Project Plan* (see Task 5.5) as directed by the COR and reflected in conference minutes. One month following completion of the building block interface development and functional and security testing elements of the *Building Block Project Plan*, the contractor shall deliver a *Building Block Development Report and Demonstration Script* in Scientific and Technical Report format (NDD 5). The COR will respond with acceptance or corrections within five working days of receipt. Any necessary corrections shall be made and the revised draft submitted within ten additional working days.

5.11 In accordance with the *Building Block Project Plan* (see Task 5.5), and no later than ten working days following delivery of the *Building Block Development Report and Demonstration Script* (see Task 5.10), the contractor shall deliver a *Building Block Demonstration Schedule* in Conference Agenda format (NDD 2). The *Building Block Demonstration Schedule* shall be amended, if and as necessary as reflected in findings in the *Monthly Building Block Planning and Management Conference Minutes* (see Task 5.1). The contractor shall ~~support, by providing subject matter and technical expertise, perform~~ building block demonstrations identified in the *Building Block Demonstration Schedule*. No later than four working days following completion of each building block demonstration, the contractor shall document 1) the venue, 2) demonstration participants, 3) organizations and individuals to whom the building block was demonstrated, 4) any exception conditions that occurred during the demonstration, and 5) any comments offered by the individuals to whom the building block was demonstrated in *Building Block Demonstration Minutes* conformant to NDD 2.

5.12 In accordance with the *Building Block Project Plan* (see Task 5.5), and no later than two months following delivery of each *Building Block Development Report and Demonstration Script* (see Task 5.10), the contractor shall deliver a draft *Building Block Documentation Report*. The *Building Block Documentation Report* shall include 1) the building block's functional, environmental, and security requirements; 2) a description of the building block architecture; 3) all building block components; 4) descriptions and listings for all interface software developed to enable interoperability among building block components; 5) descriptions and engineering drawings for all hardware harnesses necessary to enable interoperability among building block components; 6) building block installation requirements; 7) building block operating instructions (including screen shots to illustrate building block operational I/O for each stage of operation); 8) building block maintenance and support requirements and potential attendant support contract implications; 9) concept of use and operation for the building block; 10) the building block security concept of operation; and 11) building block usability considerations. The *Building Block Description* (see Task 5.4) and *Building Block Demonstration Minutes* (see Task 5.11) shall be delivered as appendices to the report. The report shall be delivered in NDD 4 ("Technical Report - Study/Services") format. The COR will review the draft and respond with acceptance or corrections within fifteen working days of receipt. Any necessary corrections shall be made and the revised draft submitted within twenty additional working days.

6. PROJECT PLANNING AND REPORTING

In addition to the tasks described in Section 5 of this SOW, the contractor shall conduct continuous project planning and reporting throughout the period of performance of the task order, to include the following:

6.1 *Attend Kick Off Meeting.* A meeting will be scheduled immediately upon task order award to discuss anticipated tasks and associated deliverables, task requirements including critical skill sets, performance metrics, projected schedules, objectives/goals, and other related topics.

6.2 *Project Work Plan.* The contractor shall develop and maintain a *Project Work Plan*. The COR will approve the *Project Work Plan* or provide comments for revision within five (5) business days of receipt. The *Project Work Plan* shall be revised as needed but not more often than monthly throughout the period of performance to accommodate changing priorities and work requirements. Updates to the plan will be scheduled as mutually agreed between NIST and the contractor.

The contractor shall become familiar with NIST-provided background materials (as given in section 3 of this SOW), consult with the NIST COR, and develop the *Project Work Plan* for the tasks outlined in this SOW.

7. DELIVERABLES

Deliverable	Associated Task/Subtask	Description	Quantity/Media	Projected Completion Date
1	6.1	Attend kick-off meeting at NIST	Attend meeting	Not more than 5 business days after task order award.
2	6.2	Project Work Plan	MS Office	Not more than 15 days after task order award.
3	5.1	Monthly Planning Conference Agenda	MS Office	First business day of each month
4	5.1	Monthly Planning Conference Minutes	MS Office	Five business days following each Monthly Planning Conference
5	5.2	Building Block Planning Meeting Minutes	MS Office	3 business days following each meeting
6	5.3	Draft Building Block Description	MS Office, as directed by the	Two months following

			COR	identification for development by the COR; revised draft within 10 working days following receipt of comments from COR
7	5.3	Draft Building Block Description Publication for Public Comment	MS Office, as directed by the COR	5 working days following approval by the COR
8	5.4	Comment Resolution Conference Agenda	MS Office, as directed by the COR	30 days following publication of the draft for public comment
9	5.4	Comment Resolution Conference Minutes	MS Office, as directed by the COR	5 days following each Comment Resolution Conference
10	5.4	Final Building Block Description	MS Office, as directed by the COR	2 weeks following each Comment Resolution Conference
11	5.5	Building Block Project Plan	MS Office, as directed by the COR	Draft 6 weeks following delivery of the Final Building Block Description; Final 10 days following receipt of COR comments.
12	5.6	Building Block Team Development Work Plan	MS Office, as directed by the COR	6 weeks following delivery of the Final Building Block

				Description
13	5.7	Monthly Building Block Team Development Conference Agenda	MS Office, as directed by the COR	1 st work day of each month following publication of each final Building Block Description
14	5.7	Monthly Building Block Team Development Conference Minutes	MS Office, as directed by the COR	5 days following each Monthly Building Block Team Development Conference
15	5.8	Agreements facilitated with NCCoE Collaborators	MS Word, as directed by the COR	Delivery schedules specified in each Building Block Team Development Work Plan
16	5.9	Roster of Building Block Development and Demonstration Collaborators	MS Word, as directed by the COR	5 working days following completion of the program specified in each Building Block Team Development Work Plan
17	5.10	Building Block Development Report and Demonstration Script	MS Office, as directed by the COR	Draft 1 month following completion of the building block interface development and functional and security testing elements of the Building Block Project Plan; Final 10 working days following receipt of

				COR comments.
18	5.11	Building Block Demonstration Schedule	MS Office, as directed by the COR	10 working days following delivery of the Building Block Development Report and Demonstration Script
19	5.11	Building Block Demonstration Minutes	MS Office, as directed by the COR	4 working days following completion of each building block demonstration
20	5.12	Building Block Documentation Report	MS Office, as directed by the COR	Draft 2 Months following delivery of Building Block Development Report and Demonstration Script; Final

All deliverables shall be provided to the COR. All materials shall be submitted to NIST via electronic submission.

8. GOVERNMENT-FURNISHED PROPERTY, MATERIAL, EQUIPMENT, OR INFORMATION (GFP, GFM, GFE, OR GFI)

The government will provide the following equipment to contractor employees required to be on site. Additional contractor personnel requiring the use of government furnished equipment will be provided the equipment below upon approval of the COR.

- 7.1 Desk in NCCoE office space
- 7.2 Internet connectivity
- 7.3 NIST Laptop Computer with monitor, keyboard, and mouse
- 7.4 Connection to NCCoE printer
- 7.5 Business telephone
- 7.6 Laboratory facilities

9. SECURITY

Some work shall be performed at the NCCoE in Rockville, MD. Therefore, contractor personnel will be required to obtain NIST identification.

10. KEY PERSONNEL

The contractor shall, at a minimum, designate three contractor personnel as key personnel on this task order. The titles of the labor categories given below are not mandatory. They are simply examples of titles suitable to the type of work to be performed by the respective key personnel positions. The contractor shall designate one of the following key personnel positions as the Task Order PM, as indicated in the key personnel descriptions.

- Cybersecurity Subject Matter Expert (*may be designated as Task Order PM*)
- Cybersecurity Development Subject Matter Expert (*may be designated as Task Order PM*)
- Cybersecurity Security Engineer

11. TRAVEL

Local and domestic travel may be required.

All authorized travel costs will be paid in accordance with Federal Travel Regulation and all travel engagements shall be approved by the NIST COR prior to occurrence.

12. PLACE OF PERFORMANCE

The primary place of performance will be at the NCCoE facility. However, there will be a need for contractor personnel to attend meetings and provide services at non-contractor facilities (e.g., Government, Industry), as detailed throughout this SOW.

13. PERIOD OF PERFORMANCE

The period of performance will consist of a 24 month period from the date of award.

14. RISK LEVELS

The work to be performed under this contract is IT Low Risk.

NCCoE FFRDC Operations Management and Facilities Planning Statement of Work

1. BACKGROUND

There is an urgent national requirement that scientific and engineering talent be rapidly assembled to enhance the security of our nation's government and private sector information systems. Current cybersecurity vulnerabilities pose a serious risk to national security, public safety and economic prosperity.

The National Institute of Standards and Technology (NIST) Information Technology Laboratory's (ITL) mission is to promote US innovation and industrial competitiveness by advancing measurement science, standards, and technology through research and development in information technology, mathematics, and statistics. The Consolidated and Further Continuing Appropriations Act, 2012 included \$10,000,000 for a Cybersecurity Center of Excellence. In February 2012, NIST, the State of Maryland, and Montgomery County, MD established the National Cybersecurity Center of Excellence (NCCoE), which is dedicated to furthering innovation through rapid identification, integration, and adoption of practical cybersecurity solutions, via a Memorandum of Understanding (MOU). The NCCoE brings experts together from industry, government and academia under one roof to develop practical, interoperable cybersecurity approaches that address the real world needs of complex information technology (IT) systems. By accelerating dissemination and use of these integrated tools and technologies for protecting IT assets, the NCCoE enhances trust in US IT communications, data and storage systems; lowers risk for companies and individuals in the use of IT systems; and encourages development of innovative, job-creating cybersecurity products and services. Located near Gaithersburg, MD, the NCCoE is hosted by the US Department of Commerce (DOC), NIST, in collaboration with the State of Maryland Department of Economic Development and Montgomery County, Maryland.

The vision of the NCCoE is to advance cybersecurity through a secure cyber infrastructure that inspires technological innovation and fosters economic growth.

The mission of the NCCoE is to accelerate adoption of secure technologies through collaboration with innovators to provide real-world cybersecurity capabilities that address business needs. The capabilities may be business or sector-specific or may be building blocks that are suitable to address security problems and requirements of a variety of different business and infrastructure sectors. With respect to business or sector-specific use cases, the process to be followed in executing the mission of the NCCoE is to 1) identify cybersecurity-related business and infrastructure problems, associated risks, and derived requirements; 2) identify technical components that can be employed in automation of security controls that address the cybersecurity requirements; 3) document and socialize proposed business and infrastructure-focused use case and security platform building block projects; 4) establish teams of contributors to provide cybersecurity components and participate in development of demonstration prototypes that address requirements for use case-focused security platforms or building blocks that have cross-sector applicability; 5) develop and demonstrate these proof of concept prototypes; 6) document the demonstrated security platforms and building blocks sufficiently that other

technology providers can replicate their capabilities; and 7) document how each security platform and building block may be integrated into business systems in a manner that provides security, usability, and functionality. With respect to cross-sector building blocks that are suitable to address security problems and requirements of a variety of different business and infrastructure sectors, the process to be followed in executing the mission of the NCCoE is to 1) identify security automation opportunities that show promise for mitigating cybersecurity-related business and infrastructure risks; 2) identify components that can be employed in composing automated security platform building blocks that show promise for mitigating the identified cybersecurity-related business and infrastructure risks; 3) establish teams of contributors to provide cybersecurity components and participate in development of demonstration prototypes of these building blocks; 4) develop and demonstrate these proof of concept building blocks; 5) document the demonstrated building blocks sufficiently that other technology providers can replicate the capabilities; and 6) document how the building blocks may be integrated into systems and infrastructures in a manner that provides security, usability, and functionality.

2. PURPOSE

The purpose of this task order is for the contractor to provide (1) FFRDC operations management and technical support services in support of all FFRDC activities conducted under this task order and all other task orders awarded under the IDIQ contract, and (2) facilities planning support for the FFRDC and NCCoE.

This task order will act as the vehicle used to provide sufficient financial resources through contract continuity and reasonable funding stability from year to year so that the FFRDC can maintain and develop the technical skills necessary to carry out its mission.

3. APPLICABLE DOCUMENTS

Title 44 of the United States Code: Public Printing and Documents; in particular, Chapter 1 (Joint Committee on Printing), Chapter 3 (government Printing Office) and Chapter 5, Section 505 (government publications may not be copyrighted).

Title 17 of the United States Code: Copyrights; Section 105 (Government publications may not be copyrighted); Section 106 (Exclusive rights in copyrighted works); Section 107 (Limitations on exclusive rights: fair use); Section 108 (Limitations on exclusive rights: reproduction by libraries and archives).

Department of Commerce Publishing and Printing Manual as authorized by DAO 201-32 dated 15 September 1987.

5 USC 301 note, "Plain Writing Act of 2010," Public Law 111-274, Oct. 13, 2010, <http://www.gpo.gov/fdsys/pkg/PLAW-111publ274/html/PLAW-111publ274.htm>.

Office of Management and Budget Memorandum for the Heads of Executive Departments and Agencies, "Final Guidance on Implementing the Plain Writing Act of 2010," April 13, 2011 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-15.pdf>).

~~NIST National Cybersecurity Center of Excellence Program of Requirements; Oudens and Knoop-Knoop + Sachs Architects, Henry Adams LLC, and The Protection Engineering Group; November 24, 2012.~~

NCCoE Deliverable Description #1, NDD 1, "Conference Agenda," November 21, 2013.

NCCoE Deliverable Description #2, NDD 2, "Conference Minutes," November 21, 2013.

NCCoE Deliverable Description #3, NDD 3, "Technical and Management Work Plan," November 21, 2013.

NCCoE Deliverable Description #5, NDD 5, "Scientific and Technical Reports," November 21, 2013.

4. SCOPE

The contractor shall provide the following services under this task order:

1. Operations Management and Technical Support to include:
 - a. Management coordination with government organizations to facilitate NCCoE program partnerships, communications and outreach operations,
 - b. Management of all FFRDC resources, activities, and deliverables under all task orders awarded under the IDIQ contract,
 - c. Mail and parcel post processing,
 - d. Clerical, administrative and reception services for all FFRDC operations, and
 - e. Technical support for the full range of IT and support systems required for FFRDC operations
2. Facilities Planning Support for the NCCoE Phase II facility, which will be located at 9700 Great Seneca Highway, Rockville, MD 20850.

This is a Cost type task order.

5. REQUIREMENTS

In order to fulfill this requirement, the contractor shall perform the tasks detailed in this section.

Operations Management and Technical Support Tasks (5.1 and 5.2):

- 5.1 Assign a Program Manager and appropriate senior administrative, clerical, technical writing, and reception staff. This contractor Program Manager position for the task order

shall be filled by the same individual as proposed for the base contract Program Manager position. The Program Manager and his/her staff shall:

- 1) Provide all clerical, administrative, technical and scientific writing services necessary to support all task orders issued under the IDIQ contract;
- 2) Manage FFRDC contractor employees, subcontractors and consultants working under all task orders issued under the IDIQ contract;
- 3) Manage task order activities as necessary to ensure timely deliveries that meet the requirements of all contract task order Statements of Work;
- 4) Manage the implementation of the contractor Organizational Conflict of Interest Compliance Program for all FFRDC activities under the IDIQ contract;
- 5) Provide technical support for the full range of IT and support systems required for FFRDC operations;
- 6) Facilitate government NCCoE program partnerships, communications, and outreach operations to include:
 - a. Participation in all NCCoE planning activities to include providing subject matter expertise as required, researching marketplace requirements, translation of business requirements to technical requirements, and providing planning support to project efforts (use case and building blocks),
 - b. Facilitation of various formal and informal agreements with collaborators/partners,
 - c. Support to NCCoE conference operations to include scheduling, setting up physical facilities, registration, recording of minutes and actions, following up on actions, developing final reports/minutes, and facilitating all aspect for meetings and conferences as required by the government, and
 - d. NCCoE outreach activities to include communicating with communities of interests, potential collaborators, and product vendors via meetings, conferences, written and web based methods. This also includes publishing the results of NCCoE efforts.

The number of agreement actions to be supported is dependent on use case and building block requirements, but NIST anticipates the establishment or significant alteration of four agreements per year. The number of conferences to be supported is anticipated to be 12 per year. It is anticipated that outreach activities shall include support to website content and maintenance, and other outreach communications support (e.g., announcements and publications review). All documentation shall be in COR designated format.

- 7) Safely and efficiently conduct FFRDC mail and parcel receipt and delivery operations; and
- 8) Conduct clerical and reception support required for NCCoE FFRDC operations.

5.2 Develop and maintain an *Operations Management Project Work Plan*. The FFRDC *Operations Management Project Work Plan* shall conform to NDD 3, "Technical and Management Work Plan." The NIST Contracting Officer's Representative (COR) will approve the *Operations Management Project Work Plan* or provide comments for revision within five (5) business days of receipt. The *Operations Management Project Work Plan*

must be revised as needed but not more often than monthly throughout the period of performance to accommodate changing priorities and work requirements. Updates to the plan will be scheduled as mutually agreed between NIST and the Contractor. The Contractor shall become familiar with NIST-provided background materials (as given in section 3 of this SOW) and all current contract task orders, consult with the NIST COR, and develop the *Operations Management Project Work Plan* for the tasks outlined in this SOW.

Facilities Planning Support Tasks (5.3 through 5.6):

5.3 Review the ~~NIST National Cybersecurity Center of Excellence Program of Requirements and~~ government-provided floor and utility layouts and descriptions for the Phase II NCCoE facility at 9700 Great Seneca Highway, Rockville, MD 20850. Based on this documentation and findings from meetings with furniture providers, IT hardware providers, software providers, utility facility providers, maintenance facility and equipment providers, installation and support enterprises, local government staff, NCCoE staff, staff provided by academic institutions, itinerant NCEP partner and use case collaborator staff (see Task 5.5), develop and deliver a *Phase II Facility Design Work Plan* for the NCCoE Phase II facility. This plan shall be a living document that may be updated as required by minuted findings of monthly facility infrastructure design and design implementation conferences (see Task 5.4). The *Phase II Facility Design Work Plan* shall be delivered no later than three months following award of the task order in a format conformant to NDD 3 (*Technical and Management Work Plan*).

5.4 Prepare and execute a *Monthly Facility Infrastructure Design Conference Agenda* conformant to NDD 1 for consultation with NCCoE staff regarding the status and content of the government-provided draft facility layout and IT infrastructure designs for the NCCoE Phase II facility at 9700 Great Seneca Highway, Rockville, MD 20850 and nearby or collocated technology transfer activity facilities, and of the requirements of the Contractor-delivered *Phase II Facility Design Work Plan*. Each Monthly Facility Infrastructure Design Conference shall include planning for in-person and teleconference meetings with furniture providers, IT hardware providers, software providers, utility facility providers, maintenance facility and equipment providers, installation and support enterprises, local government staff, NCCoE staff, staff provided by academic institutions, itinerant NCEP partner and use case collaborator staff determined in the meeting as necessary or desirable for purposes of implementing the *Phase II Facility Design Work Plan*. Following the first Monthly Facility Infrastructure Design Conference, the agenda shall also include review of reports from the prior month's engagements with government stakeholders and commercial sources of furniture, utility equipment, hardware, software, or installation services (see Task 5.5); identification of schedule or resource issues; and identification of any modifications to draft design documents or implementation plans recommended as a result of these engagements. The *Phase II Facility Design Work Plan* may be updated as a result of the findings of Monthly Facility Infrastructure Design Conferences. Within five business days following each Monthly Facility Infrastructure Design Conference, document the proceedings and findings of the meeting in *Monthly Facility Infrastructure Design Conference Minutes* conformant to NDD 2.

5.5 Conduct in-person or teleconference meetings with furniture providers, IT hardware providers, software providers, utility facility providers, maintenance facility and equipment providers, installation and support enterprises, local government staff, NCCoE staff, staff provided by academic institutions, itinerant NCEP partner and use case collaborator staff as specified in the minutes of the Monthly Facility Infrastructure Design Conferences (see Task 5.4) and results from other meetings held during the month in response to findings reported in *Monthly Facility Infrastructure Design Conference Minutes*. The dates and frequency of the meetings will be governed by the findings of the Monthly Planning Conference, but are anticipated to average sixty meetings per month. The purpose of the meetings shall be to identify facilities and infrastructure requirements; sources of hardware, software and materials; price and delivery information, and other information necessary to develop and implement the *Phase II Facility Design Work Plan*. Document the results of each meeting with the aforementioned company representatives in a *Facility Development and Acquisition Meeting Minutes* report conformant to NDD 2 and provide the report to the COR within two business days following the meeting.

5.6 Prepare and deliver a draft *Phase II Facility Design Report* in accordance with the *Phase II Facility Design Work Plan* (see Task 5.3) and in coordination with the NCCoE and NIST staff, to include 1) anticipated electrical systems requirements and capacity being delivered at the 9700 Great Seneca Highway address, 2) mechanical systems requirements (including the main facility, server rack areas, and automatic temperature controls), 3) plumbing systems requirements, 4) fire suppression system requirements, 5) interior finish systems and 6) furniture requirements and availability. The draft *Phase II Facility Design Report* shall be delivered no later than three months following initial completion of the aforementioned *Phase II Facility Design Work Plan*. The draft *Phase II Facility Design Report* shall be delivered as a Scientific and Technical Report conformant to NDD 5, and shall include 1) detailed facilities descriptions and additional requirements for a reception/waiting area; 2) open office collaboration areas; 3) offices and cubicles for resident NCCoE and other government staff, resident staff provided by academic institutions, and itinerant NCEP partner and use case collaborator staff; 4) laboratories; 5) conference rooms; 6) demonstration areas; 7) exhibit spaces; 8) a dedicated server room; 9) lunch facilities; 10) copier/printer facilities; 11) materials storage; 12) critical power equipment spaces; 13) equipment loading and receiving facilities; 14) restrooms; and 15) utility facilities as described in the NIST National Cybersecurity Center of Excellence Program of Requirements and adjusted for the design and utilities characteristics of the actual facility delivered to the NCCoE at 9700 Great Seneca Highway, Rockville, MD 20850. The design shall also identify 1) server requirements; 2) other IT terminal and network systems requirements and sources (including secure wireless networks for NCCoE staff and for visitors), and 3) any requirements for additional acquisition of mechanical systems (including the main facility, server rack areas, and automatic temperature controls), plumbing systems, fire suppression systems, interior finish systems and furniture. At least three alternative sources and price estimates shall be provided for each additional acquisition requirement. The *Phase II Facility Design Report* shall also include a checklist for acquisition, installation, implementation and activation, and as appropriate, all equipment, modifications, and facilities specified in the *Phase II Facility Design Report*. The contractor shall deliver

the final *Phase II Facility Design Report* no later than twenty working days following receipt from the COR of comments on the draft *Phase II Facility Design Report*. It is estimated that NCCoE review of the draft *Phase II Facility Design Report* will require two weeks from receipt of the draft.

6. **PROJECT PLANNING AND REPORTING**

In addition to the tasks described in Section 5 of this SOW, the contractor shall conduct continuous project planning and reporting throughout the period of performance of the task order (including the base period and option period, if exercised), to include the following:

6.1 *Attend Kick Off Meeting*. A meeting will be scheduled immediately upon task order award to discuss anticipated tasks and associated deliverables, task requirements including critical skill sets, performance metrics, projected schedules, objectives/goals, and other related topics.

6.2 *Operations Management Project Work Plan*. Develop and maintain an *Operations Management Project Work Plan* (see 5.2). The COR will approve the *Operations Management Project Work Plan* or provide comments for revision within five (5) business days of receipt. The *Operations Management Project Work Plan* shall be revised as needed but not more often than monthly throughout the period of performance to accommodate changing priorities and work requirements. Updates to the plan will be scheduled as mutually agreed between NIST and the contractor.

The contractor shall become familiar with NIST-provided background materials (as given in section 3 of this SOW), consult with the NIST COR, and develop the *Operations Management Project Work Plan* (see 5.2) for the tasks outlined in this SOW.

6.3 *Status Reporting*. The contractor shall provide monthly status reports on the deliverables of this task order no later than the 10th day of each month to the COR. Monthly status reports shall detail progress made during the prior month, progress expected during the next month, resources expended, any significant problems or issues encountered, recommended actions to resolve identified problems, and any variances from the proposed schedule.

In addition, the contractor shall provide monthly status reports on the deliverables of all other task orders awarded and ongoing under this contract. The status reports for each ongoing task order shall be provided no later than the 10th day of each month. For each separate task order, the status report shall be provided to the COR assigned to the respective task order.

7. **DELIVERABLES**

Deliverable	Associated Task/Subtask	Description	Quantity/Media	Projected Completion Date
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1	6.1	Attend kick-off meeting at NIST	Attend meeting	Not more than 5 business days after task order award.
2	5.2 and 6.2	Operations Management Project Work Plan	MS Office	Not more than 15 days after task order award.
3	6.3	Monthly Status Reports	MS Word	10 th day of each month
4	5.3	Phase II Facility Design Work Plan	MS Office	3 months following award of the task
5	5.4	Monthly Facility Infrastructure Design Conference Agenda		No later than the first business day of each month
6	5.4	Monthly Facility Infrastructure Design Conference Minutes	MS Office	Two business days following each Monthly Planning Conference
7	5.5	In-person and Teleconference Meeting Minutes	MS Office	Two business days following each meeting
8	5.6	Phase II Facility Design Report	MS Office, as directed by the COR	Draft 3 months following Phase II Facility Design Work Plan completion; Final three weeks following receipt of COR comments on draft

All deliverables shall be provided to the COR. All materials shall be submitted to NIST via electronic submission.

8. GOVERNMENT-FURNISHED PROPERTY, MATERIAL, EQUIPMENT, OR INFORMATION (GFP, GFM, GFE, OR GFI)

The government will provide the following equipment to contractor employees required to be on site. Additional contractor personnel requiring the use of government furnished equipment will be provided the equipment below upon approval of the COR.

- 8.1 Desk in NCCoE office space
- 8.2 Internet connectivity
- 8.3 NIST Laptop Computer with monitor, keyboard, and mouse
- 8.4 Connection to NCCoE printer
- 8.5 Business telephone
- 8.6 *NIST National Cybersecurity Center of Excellence Program of Requirements*

9. SECURITY

Some work shall be performed at the NCCoE in Rockville, MD. Therefore, contractor personnel will be required to obtain NIST identification.

10. KEY PERSONNEL

The contractor shall, at a minimum, designate four contractor personnel as key personnel. The titles of the labor categories given below are not mandatory. They are simply examples of titles suitable to the type of work to be performed by the respective key personnel positions:

- Program Manager (to be filled by the same individual as the contractor Program Manager of the IDIQ contract)
- Senior Cybersecurity Engineer
- Facilities Subject Matter Expert
- Organizational Conflict of Interest Compliance Officer

11. TRAVEL

Local and domestic travel may be required.

All travel costs will be paid in accordance with Federal Travel Regulation and all travel engagements shall be approved by the NIST COR prior to occurrence.

12. PLACE OF PERFORMANCE

The primary place of performance will be at the NCCoE facility. However, there will be a need for contractor personnel to attend meetings and provide services at non-contractor facilities (e.g., Government, Industry), as detailed throughout this SOW.

13. PERIOD OF PERFORMANCE

The period of performance of the task order as a whole is for five (5) years from the date of award. However, the period of performance of the two separate line items, or task categories, is as follows:

Task Order #3

Operations Management and Technical Support Tasks (5.1 and 5.2): The period of performance of these tasks is for five (5) years from the date of task order award.

Facilities Planning Support Tasks (5.3 through 5.6): The period of performance of these tasks is from the date of award through 12 months.

14. RISK LEVELS

The work to be performed under this task order is IT Low Risk.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2013)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712

(2) The small business size standard is 500 employees

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management, and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations?Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans` Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xvix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K. 2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have /_/, have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ?? 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ?? 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ?? 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K. 4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/_/_ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/_/_ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/_/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /_/ yes /_/ no

(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(Reference 52.215-20)

L. 2 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(Reference 52.215-22)

L. 3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite-Delivery, Indefinite-Quantity contract resulting from this solicitation.

(End of Provision)

L. 4 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 100 Bureau Drive, Gaithersburg, MD 20899-1640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/far

(End of Provision)

L. 6 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: 100 Bureau Drive, Gaithersburg, MD 20899-1640

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: 100 Bureau Drive, Gaithersburg, MD 20899-1640

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

(End of clause)

L. 7 RFP COMMUNICATION PRIOR TO CONTRACT AWARD

SECTION L

OFFICIAL RFP COMMUNICATION PRIOR TO CONTRACT AWARD

All communications and questions concerning this Request for Proposal (RFP) shall be submitted electronically via email to keith.bubar@nist.gov and must be received by ~~April 21, 2014 at 12:00 PM~~ **April 23, 2014 at 5:00 PM Eastern Time** in order to be considered. NIST will answer questions by amendment to this solicitation. *Questions submitted by telephone, facsimile or verbally will not be honored.*

Submission of questions shall include the RFP reference number in the email subject line, and the body of the e-mail shall include, at a minimum: a detailed description of the Offeror's question(s), company name, address, point of contact, e-mail address and phone number. For each question submitted the Offeror shall provide the RFP section title and number (including any additional designations) being referenced.

L. PROPOSAL PREPARATION AND ORGANIZATION INSTRUCTIONS

All proposals shall conform to solicitation provisions and be prepared in accordance with this section. The proposal shall be clearly and concisely written as well as be neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of the proposal shall be appropriately numbered. Page limits are provided below for the different sections, as appropriate. In all sections of and attachments to the Offeror's proposal (excluding Microsoft Excel spreadsheets), the Offeror shall use either Times New Roman or Arial font with a minimum 11 points for all text and headings, and Times New Roman or Arial font with a minimum of 9 points for any graphics/tables/captions. The font used in any Microsoft Excel spreadsheets shall be Sans Serif, Calibri, or Times New Roman with a minimum of 11 points. Items such as screenshots or preexisting documentation in which it is unreasonable to change the font type and size to fit the stated font requirements are excluded from those font requirements. All pages must use margins of no smaller than 1 inch on top/bottom/left/right. There are no font or size limitations for text in the margins, but such text is limited to page numbers, disclosure text, section names, proposal title, RFP number, and offeror's name and/or logo. The proposal shall be written so as not to exceed 8.5" x 11" sized pages; however, MS Excel spreadsheets, and other charts, diagrams, figures and other graphics may be presented on 11" x 17" pages. Each paragraph shall be separated by at least one 12-point line. As stated in the Proposal Submission Instructions, all files contained on the electronic copies of the proposals shall be in one or more of searchable .pdf, Microsoft Word, or Microsoft Excel format. Any documents provided in Microsoft Excel format shall include all formulas and calculations intact/unlocked.

The proposal shall be composed of five (5) separate and distinct volumes:

- 1. Volume 1: Organizational Conflicts of Interest**
- 2. Volume 2: Technical Proposal**
- 3. Volume 3: Past Performance Information**
- 4. Volume 4: Subcontracting Plan**
- 5. Volume 5: Business Proposal**

Because the proposals must be submitted in the form of a CD, each volume of the Proposal shall be separate and distinct from one another. Each volume, along with any specified subsections or attachments, shall be clearly labeled and identifiable. The following sections provide instructions for each of the five volumes.

1. Volume 1: Organizational Conflicts of Interest

Although the extent of the Offeror's freedom from Organizational Conflicts of Interest (OCI) will be evaluated as part of the "Management Approach" evaluation factor, for ease of review the Offeror must submit its OCI Volume as a separate Volume from the Technical Proposal under which the Management Approach section is included.

The Offeror's OCI Volume of the proposal shall be organized as follows:

- A. Description of Contracts
- B. Compliance Program

A. Description of Contracts

The Offeror must provide the following information for all relevant contracts, both government (local, state and federal) and non-government it, its parent company, subsidiary, or other affiliated entity currently holds as a Prime or Subcontractor. For proposal preparation purposes, a relevant contract is one under which the Offeror performs or performed work that is related to or similar in nature to any element of the scope of work of this contract, or work whose performance or results could affect the performance of any work performed under this contract. The Offeror shall disclose the same information for each proposed subcontractor.

- (a) Entity holding the contract
- (b) Contract Number
- (c) Period of Performance
- (d) Contact Information of Project Officer and Contracting Officer
- (e) Contract Amount
- (f) Short Description of Work Performed
- (g) An analysis as to whether the identified contract creates an actual, potential or apparent organizational conflict of interest (OCI) considering each of the three types of OCI as defined below.

(1)	Unequal Access to Information	Consists of situations in which a firm has access to nonpublic information as part of its performance of a government contract and where that information may provide the firm a competitive advantage in a later competition for a government contract.
(2)	Biased Ground Rules	Consists of situations in which a firm, as part of its performance of a government contract, has in some sense set the ground rules for another government contract by, for example, writing the statement of work or the specifications.
(3)	Impaired Objectivity	Consists of situations where a firm's work under one government contract could entail evaluating itself, either through an assessment of performance under another contract or an evaluation of proposals.

B. Compliance Program

The offeror shall submit an OCI Compliance Program that is tailored to this contract and describes in detail the elements, personnel, processes and procedures the offeror intends to utilize to assure that it and any of its subcontractors are in compliance with all appropriate statutes, regulations and FFRDC requirements. The Compliance Program shall demonstrate the appointment of an FFRDC Compliance Officer who is a member of the senior management team and is appointed as Key Personnel under the base contract. However, the resume for the proposed Compliance Officer shall be submitted under the "Management Approach" section of Volume 2: Technical Proposal of the Offeror's proposal, along with the other Key Personnel resume(s). In this section of the proposal, the Offeror need only to demonstrate that it has appointed an individual as the Compliance Officer by providing his/her name. The Compliance Program shall also include:

1. Position descriptions for the Compliance Officer and other members of the Compliance Department
2. Code of Conduct
3. Written compliance policies and procedures
4. Compliance training materials
5. Conflict of interest questionnaire(s) (blank) to be completed by employees and subcontractors
6. Risk assessment protocol(s)
7. Internal audit plan

2. Volume 2: Technical Proposal

The Technical Proposal shall consist of an Administrative Section and three (3) additional sections for A) Management Approach, B) Technical Capability and Task Order Responses, and C) Corporate Experience. Instructions for each section and any applicable page limitations are given below. *There shall be no pricing information included in the Technical Proposal. Offerors may reference sections of the Business Proposal if necessary, but information on pricing from the Business Proposal shall not be included in the Technical Proposal.*

1. Administrative Section

The Administrative Section shall provide the Government with basic administrative information on the Offeror and its proposed team (if applicable). If the Offeror wishes to include an Executive Summary with its proposal, the Executive Summary for the Technical Proposal shall be included in this section. The Administrative Section shall be composed as follows:

- I. Cover Page – The cover page shall include the Name of the Offeror, the Solicitation Number, the Date upon which the proposal is submitted, Offeror DUNS number, and Offeror Contractual Point of Contact(s) Name/Address/Contact Information.
- II. Offeror Organizational Status – This section shall contain a document demonstrating the Offeror's status as one of the acceptable organizational statuses identified in FAR 35.017(a)(3). This section shall contain the signature of an individual authorized to certify this information on behalf of the Offeror.

III. Executive Summary (optional) – The Offeror may include an Executive Summary with its Technical Proposal. The Executive Summary is limited to four (4) pages in length. The Government will not review any pages after the fourth page of the Executive Summary.

2. Additional Sections:

- A. Management Approach
- B. Technical Capability and Task Order Responses
- C. Corporate Experience

For the total of these three (3) additional sections of the Technical Proposal, the page limit is 150 pages. There are no page limits with regards to each individual section, and the Offeror may allocate the number of pages among the three (3) additional sections as they choose, within the total of 150 pages for all three sections. The Government will not evaluate any portion of the following three additional sections after the 150th page. A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it is counted as two (2) pages. Tables/Graphics/Illustrations or any other displays that the Offeror includes in its proposal will be included in the page limit, and are subject to the spacing and font limitations specified earlier in this document. Unless otherwise stated in the description of each section of the Technical Proposal below or in the Exclusion section directly below, all information contained in the Offeror's technical proposal will be considered in the page limits.

Exclusions from Page Limitations:

- Should the Offeror include a Cover Page for any or all of the three additional sections, the Cover Page(s) will not be included in the 150 page limit. A Cover Page is limited to one (1) page in length.
- Resumes, when requested in a particular section, are not included in the 150 page limit. However, each individual resume is limited to five (5) pages in length. The Government will not evaluate any portion of an individual resume after the 5th page. Resumes may be submitted as attachments to particular sections as long as they are clearly identifiable and cross-referenced.

A. Management Approach Section

The Offeror shall demonstrate its ability to effectively manage and operate all aspects of the FFRDC.

- The Offeror shall describe its project management strategy and its strategy for controlling costs, quality, personnel actions, transparency, and agreements with collaborators/partners.
- The Offeror shall provide the resume of its proposed Key Personnel for the base IDIQ contract. This shall include the OCI Compliance Officer proposed in Volume 1 of the Offeror's proposal, and the FFRDC Program Manager. The Offeror may propose no more than two (2) candidates for each position. However, should the Offeror propose more than one candidate for any of the Key Personnel positions, the Offeror shall designate one candidate as the primary candidate for the position, while a second candidate may only be proposed as a backup for the position, to act only in the absence of the primary candidate.

B. Technical Capability and Task Order Responses Section

This section shall consist of three separate divisions, as follows:

1. *Technical Capability* – The Offeror shall provide its recruiting and retention plan to provide the Government with highly qualified personnel within the fields of Information Technology and Cybersecurity for potentially very brief or extended periods of time, and potentially on short notice.
2. *Base Contract Labor Categories* - The Offeror shall provide a detailed description of its proposed labor categories for the base contract. This description shall contain the following for each of its proposed labor categories:
 - a. Labor category title;
 - b. Description of the work to be performed by contractor personnel that will fall under the labor category; and
 - c. Minimum qualifications required for contractor personnel to work under the labor category on task orders under this contract. These minimum qualifications should include minimum years of experience in specific fields, required educational degrees or certifications, and other applicable qualifications.

The Offeror shall provide a brief summary of its proposed labor categories as a whole in this section of the Technical Proposal. However, the Offeror shall submit its listing and description of its proposed labor categories as an attachment to this section of the Technical Proposal. This attachment must be submitted in the specific format detailed in the template provided in Section J.2 of the RFP. *This attachment containing the listing and description of the proposed labor categories is not included in the 150 page limit for the Technical Proposal.*

Upon acceptance of the proposed labor categories and award of the IDIQ contract, those accepted labor categories shall be the only labor categories under which contractor personnel may work on any given task order issued against the intended IDIQ contract.

3. *Task Order Responses*- For each of the three task orders detailed in Section J of the RFP, the Offeror shall provide the following:
 - a. Organizational Chart identifying the roles and responsibilities of personnel (including any subcontractors) proposed to fulfill the requirements of the task order Statement of Work. The chart shall clearly identify Key Personnel and identify the labor categories assigned.
 - b. Technical Approach that clearly demonstrates a thorough understanding of the task order requirements and the Offeror's plan for successful completion of the work detailed in the task order Statement of Work.
 - c. Resumes for each Key Personnel employee proposed by the Offeror. As stated in the "Additional Sections" language above, resumes may be submitted as attachments to particular sections as long as they are clearly identifiable and cross-referenced.

C. Corporate Experience Section

The Offeror shall demonstrate its level of relevant experience. The Offeror shall describe the role the Offeror played in each instance of previous experience, any relevant knowledge and expertise gained from specific instances of previous experience, and any relationships developed through previous experience that would enhance the Offeror's chance for successful performance through the proposed FFRDC.

For each contract/order/subcontract cited in the proposal, the Offeror shall provide, at a minimum, the following information:

1. Project identification and period of performance
2. Name of Contracting Activity
3. Contract Number
4. Contract Pricing Arrangement
5. Total contract value (including any options)
6. Contract description and how it demonstrates the experience required and relevance to the SOW.
7. The Offeror's specific role identified as either a prime or subcontractor. If the role was a subcontractor, the prime contractor should be identified
8. Specific duties
9. Contracting Officer contact information, including telephone number and email address
10. Customer's Program Manager contact information, including telephone number and email address

3. Volume 3: Past Performance Information

The Offeror is not required to submit additional information for the Past Performance Volume of the proposal. The information required of the Offeror in "Volume 2: Technical Proposal; C. Corporate Experience" is the same information required for the Past Performance section. If an Offeror has provided the required information in "Volume 2: Technical Proposal; C. Corporate Experience," then it need only include a statement in Volume 3 that clearly states the following: "The Offeror has provided all required information for the government to evaluate Past Performance in Volume 2, Section C of the proposal."

However, if an Offeror has no relevant or similar past performance, the Offeror shall only include a statement in this section of the proposal informing the government that it has no relevant or similar past performance.

4. Volume 4: Subcontracting Plan

The Offeror shall submit a Subcontracting Plan in accordance with the requirements articulated in Section 19.704 of the Federal Acquisition Regulation.

Per FAR 19.704, the plan shall contain separate statements and goals for the base period of the contract and each option period.

The U.S. Department of Commerce (DOC) is focused on helping small businesses grow and succeed through federal contracts, including subcontracts. DOC expects all proposed subcontracting plans to consider the following small business *participation* goals at a minimum. The offeror's Subcontracting Plan goals should be set at a level that the offeror reasonably expects can result from its expending good faith efforts to use small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors to the maximum practicable extent.

Business Category	Participation Goals
Small Business	30%
Small Disadvantaged Business	5%
8(a)	N/A
Woman-Owned Small Business	5%
HUBZone Small Business	3%
Veteran-Owned Small Business	3%
Service-Disabled Veteran Owned Small Business	3%

Table 1

The Offeror shall specifically identify the firms to be included as part of the Offeror's team, to the maximum extent practicable. The Offeror shall provide evidence of all commitments/agreements with small businesses for their participation in work to be performed under this contract. Evidence of how these commitments/agreements will be enforced shall be provided to the maximum extent practicable. The Offeror shall clearly identify the areas of work that will be performed by small businesses. Finally, the Offeror shall provide a total percentage of the total acquisition amount that will be performed by small businesses.

5. Volume 5: Business Proposal

The Proposal Form (Standard Form 33), must be executed fully and used as the cover sheet (or first page) of Volume 5. ALL AMENDMENTS TO THE SOLICITATION MUST BE ACKNOWLEDGED ON THE SIGNED SF33 PAGE 1, OR ON ADDITIONAL PAGES IMMEDIATELY FOLLOWING THE SIGNED SF33 PAGE 1 IF NECESSARY. Therefore, all Offerors must submit a signed and completed SF33 as part of their Business Proposal. Volume 5 of the Offeror's proposal shall be divided into two separate sections (A and B), as detailed below. Each of the sections (A and B) shall include a cover page with the following information:

- (1) Solicitation number
- (2) Date of submission
- (3) Offeror's corporate name, address, phone, and DUNS
- (4) Authorized contractor representative name, title, phone, and email address, and
- (5) The following statement:
"This proposal reflects our best cost estimates for this prospective contract as of this date and conforms to the instructions in the solicitation. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time

before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.”

The Offeror shall submit the following as part of Volume 5:

A. Base Contract Pricing

The period of performance of the IDIQ contract consists of a base period of five years, followed by four separate option periods of five years each, for a maximum total of 25 years, base and options included. The Offeror shall submit its pricing information for the base contract in the specific format detailed in the attachment found in Section J.3 and the corresponding MS Excel Workbook RFP Attachment. The following instructions correspond with the aforementioned MS Excel spreadsheet attachment.

Base Period (Years 1-5) Pricing:

For the Base Period of the contract (Years 1-5), the Offeror shall propose ceiling fully burdened hourly labor rates for each proposed labor category detailed in “Volume 2: Technical Proposal; Section B: Technical Capability and Task Order Responses; 2. Base Contract Labor Categories.” The rates proposed by the Offeror for the Base Period (Years 1-5) of the contract shall be provided on the first worksheet of the MS Excel workbook attachment. For each proposed labor category, the Offeror shall propose its ceiling fully burdened hourly labor rate for each of the first 5 years of the contract. The Offeror shall assume a start date of September 30, 2014 for the Base Period of the IDIQ contract.

In addition, the Offeror shall provide documentation separate from the required MS Excel workbook that provides supporting documentation for the proposed ceiling fully burdened hourly labor rates. This supporting documentation shall include, but is not limited to, justification for any escalation in the proposed labor rates, and other information supporting the fairness and reasonableness of the rates proposed.

The Offeror’s fully burdened hourly labor rates should reflect the current market labor rates with any discounts provided. Current significant budgetary constraints demand that the impact of these constraints and ownership of the solution be shared throughout the public sector including its contractors. Offerors are asked to consider reduction or elimination of costs/pricing of the escalation of labor hour rates during the performance period of this contract.

Option Period Pricing:

For the Option Periods 1 through 4 of the IDIQ contract, the Offeror shall provide its pricing information on the second worksheet of the aforementioned MS Excel workbook attachment. For each of the four separate option periods, the Offeror

must propose its maximum annual percentage escalation in the fully burdened hourly labor rates for each of the proposed labor categories. For example, for Option Period 1 (Years 6-10) of the IDIQ contract, the Offeror shall propose its maximum annual percentage escalation that may be applied from year to year within that option period. Offerors do not need to propose ceiling fully burdened hourly labor rates for each proposed labor category for each year during the option periods.

However, when placing task orders under the resultant IDIQ contract, NIST will use the Consumer Price Index, Employment Cost Index, or other appropriate public indexes for the then-current time period in determining the fair and reasonableness of the awardee's pricing.

In addition, the Offeror shall provide documentation separate from the required MS Excel workbook that provides supporting documentation for the proposed escalation for the option periods.

B. Task Order Pricing

The government intends on awarding three task orders immediately following the award of the base contract. The three task orders are identified below, and the Statements of Work for each task order can be found in Section J of the RFP.

1. Task Order #1: Use Case Development and Implementation
 - a. Contract type: Cost
2. Task Order #2: Building Block Development and Demonstration
 - a. Contract type: Cost
3. Task Order #3: Operations Management and Facilities Planning
 - a. Contract type: Cost

Section B of Volume 5 of the proposal shall consist of the Offeror's separate business proposals for each of the three task orders. The Offeror shall clearly divide and label each task order business proposal within this section of Volume 5. The Offeror shall follow the instructions below and shall submit a separate cost proposal for each separate task order. The instructions below apply to each of the three task orders.

Instructions applicable to each task order:

In each cost proposal, offerors shall demonstrate that the labor rates for the individuals identified in the technical proposal for this task order are included in the labor rate calculations in the cost proposal for the task order. Labor categories used in the cost proposal must be included in the base contract labor categories proposed by the offeror in the technical proposal and labor rates proposed for this task order must be within the ceiling fully burdened hourly labor rates for each respective labor category proposed in Section A (Base Contract Pricing) of Volume 5 (Cost/Price Proposal). Those individuals proposed in the technical proposal must be included in the cost proposal for this task order in a magnitude consistent with the significance of their role in the technical proposal. If individuals in the technical proposal are included in an average labor cost

center/pool, offerors shall demonstrate how those individuals are included in the respective cost center/pool for which they are proposed.

The offeror shall provide the following cost breakdown for the prime contractor and all subcontractors in the following format:

Task Order Total Cost Breakdown	
<u>Cost Element</u>	<u>Cost (\$)</u>
Total Direct Labor	
Fringe Benefits	
Overhead	
Travel and ODC	
Consultants	
Subcontract	
X	
Y	
Z	
Total Subcontract	
Subtotal	
G&A	
Total Cost	

Table 2

- a. All pages in the cost proposal shall be numbered. An index with appropriate page references should be included. A complete narrative explanation regarding the basis of each cost element from the table above shall be included.
 - i. *Additional Instructions Specific only to Task Orders 1 and 2:* The government intends on incrementally funding both Task Orders 1 and 2 only, citing FAR 52.232-22 Limitation of Funds. In accordance with this clause, the government will state in the schedules of these awarded task orders the following: a) the amount presently available for payment and allotted to the task order, b) the items covered, and c) the period of performance it is estimated that the allotted amount will cover. In order for the government to properly provide this information in the resultant task orders, Offerors must provide an additional cost breakdown for Task Orders 1 and 2.

As stated in the Task Order 1 SOW, the number of Use Case Descriptions anticipated to be designated for development is four (4) per year, or eight (8) for the entire two-year period of performance of the task order. Each Use Case has three key phases. The first phase is requirements definition (see requirements from Section 5.1 of the Task Order 1 SOW). The second phase is Use Case description (see requirements from Section 5.2 of the Task Order 1 SOW). The third phase includes Use Case team development and Use Case builds (see requirements from Sections 5.3 and 5.4 of the Task Order 1 SOW). For Task Order 1, Offerors must add an additional cost breakdown to Table 2 above that shows the proposed Cost Element amount for each phase; and for the second and

third phases only, Offerors must also show the proposed Cost Element amount *per Use Case* in Table 2.

As stated in the Task Order 2 SOW, the number of Building Block Descriptions anticipated to be designated for development is two (2) per year, or four (4) for the entire two-year period of performance of the task order. Each Building Block has three key phases. The first phase is Building Block requirements determination (see requirements from Sections 5.1 and 5.2 of the Task Order 2 SOW). The second phase includes Building Block description and planning (see requirements from Sections 5.3 through 5.5 of the Task Order 2 SOW). The third phase includes Building Block team development and Building Block build, demonstration, and documentation (see requirements from Sections 5.6 through 5.12 of the Task Order 2 SOW). For Task Order 2, Offerors must add an additional cost breakdown to Table 2 above that shows the proposed Cost Element amount for each phase; and for the second and third phases only, Offerors must also show the proposed Cost Element amount *per Building Block* in Table 2.

- ii. *Additional Instructions Specific Only to Task Order 3:* It is noted that overall operations management for the FFRDC, or other overhead associated with the program/project management necessary to support the work performed by the contractor under this task order and other task orders is to be included in the cost proposal for Task Order #3- Operations Management and Facilities Planning Support Services. This is made clear in the Statement of Work for Task Order 3. Therefore, offerors should not include such operations management or program/project management costs in the cost proposal for either Task Order #1 or Task Order #2. In the cost proposal for Task Order #3, the offeror shall clearly indicate the origin of all costs associated with overall operations management and program/project management of the task orders, and it shall be made clear the amount of these costs attributable to each of the three task orders.
- b. *Direct Labor Breakdown:* The offeror shall provide a detailed breakdown of the calculations leading to the Total Direct Labor indicated in Table 2 above. The format in Table 3 below shall be used to show this breakdown. The offeror must show the proposed labor categories, number of individuals under each labor category, names of individuals for each key personnel proposed, the fully burdened hourly labor rate to be charged ~~to each individual included in the proposal~~under each labor category, the total ceiling estimate of the number of hours ~~required for each individual~~under each labor category, and the total cost associated with each ~~individual~~labor category based on the estimated number of hours and fully burdened hourly labor rate.

Task Order Direct Labor Breakdown				
Labor Category	Employee	Hourly Rate (\$)	Est. Ceiling # of Hours	Total Cost (\$)
Category X				
	Employee 1			

	Employee 2			
Category Y				
	Employee 3			
Total Cost Projection:				

Table 3

- c. The offeror must clearly indicate how they have accounted for costs associated with release time such as holiday, vacation, and sick leave. The portion of release time allocable to the direct labor hours proposed by the offeror shall be computed and shown separately from the direct labor rate. If these costs are normally included in a fringe benefit or other indirect cost rate, separate identification is not required. However, if release time or other labor-related costs are factored into the offeror's direct labor rates, these costs must be separately identified in this proposal. The proposal should clearly indicate the offeror's disclosed practice regarding recovery of release time or paid absence.
- d. When subcontract and/or consultant effort is included in the cost proposal, the prime contractor shall submit a chart for the entire period of performance of the task order indicating the exact allocation of the proposed level of effort among the prime contractor and the proposed subcontractors and consultants. Specific labor categories and job titles within the labor categories (if applicable) should be identified.
- e. Note: If it is your practice to propose uncompensated overtime, please indicate this information in your cost proposal.
- f. *Travel and Other Direct Costs:* For the entire period of performance of the task order, the offeror shall propose the dollar amount and distribution of the proposed Other Direct Costs (ODCs) the offeror indicated in Table 2. The offeror shall show the distribution of the proposed ODCs in the format specified below in Table 4. In addition, the offeror shall provide a narrative explanation of the proposed ODCs and their associated amounts.

Task Order Travel and Other Direct Costs	
Other Direct Cost Element	Cost (\$)
Travel	
X	
Y	
Z	
ODC Total Projection	

Table 4

- g. *Indirect Costs (Fringe, Overhead, G&A Expenses):*
 1. If the offeror's indirect cost rates have been recently approved, the offeror shall include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, the offeror shall provide the rationale and any estimated rate calculations for the proposed performance period.

2. The offeror shall submit supporting documentation for rates which have not been approved or audited. The offeror shall indicate whether computations are based upon historical or projected date.
 3. The offeror shall provide actual pool expenses, base dollars, or hours (as applicable for the past five years), including the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. The offeror shall indicate the amount of unallowable costs included in the historical data.
 4. Offerors who propose indirect rates for new or substantially reorganized cost centers shall consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers shall likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates. If the indirect cost rates included in the offeror's proposal and/or subcontractors' proposals are lower than the current, approved forward-pricing rates or current, approved provisional billing rates, the Government will assume that these are ceiling rates, and they will be incorporated into any resultant contract as such if the award is made upon initial proposals. If the offeror objects to this, an explanation to the approach taken must be included in the narrative of the cost proposal. PLEASE NOTE: The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Contracting Officer's judgment of the most probable costs up to the amount of any stated ceiling.
- h. *Cost Accounting Standards (CAS) Statement:* The offeror shall include a statement in their cost proposal on:
1. Whether your organization is subject to CAS,
 2. Whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate,
 3. Whether your organization has been notified that it is or may be in noncompliance with its Disclosure Statement or CAS, and, if yes, an explanation,
 4. Whether any aspect of this proposal is inconsistent with your organization's disclosed practices or applicable CAS, and, if so, an explanation; and
 5. Whether the proposal is consistent with your organization's established accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation.

FAR 16.301-3(a)(3) states that a cost-reimbursement contract may be used only when the contractor's accounting system, is adequate for determining costs applicable to the contract. If an offeror has not had its system reviewed and determined adequate by a government audit organization, the offeror's cost proposal shall include information that addresses the adequacy of its accounting system as it relates to accounting for costs under cost-type contracts.

If a proposed subcontractor does not have an approved accounting system (one that is considered adequate for use on Government cost-type contracts), the Contracting

Officer's consent for a cost type subcontract will not be granted. Under this situation, a fixed-rate type subcontract would be more appropriate, and, for proposal purposes, the ODCs should remain with the prime contractor. During performance the ODCs must be managed by the prime contractor but may be allocated to the subcontractor on an as-needed basis.

L. PROPOSAL SUBMISSION INSTRUCTIONS

Offerors shall follow the instructions given in this section for submission of proposals in response to this solicitation. This section includes instructions for submission of a proposal for a single award IDIQ type contract for operation, management and administration of an FFRDC, and three task orders under the aforementioned IDIQ contract. The government intends to award each of the three task orders immediately following the award of the IDIQ contract.

The government intends on awarding the following task orders based on the awarded Offeror's proposals:

1. Task Order #1: Use Case Development and Implementation
 - a. Contract type: Cost
2. Task Order #2: Building Block Development and Demonstration
 - a. Contract type: Cost
3. Task Order #3: Operations Management and Facilities Planning
 - a. Contract type: Cost

See Sections J.4 through J.6 for the Statements of Work for each task order.

1. Administrative Information Regarding Proposal Submission:

- a. The Offeror is advised that its proposal may become part of the official contract file.
- b. This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.
- c. Late proposals will be handled in accordance with FAR 52.215-1.
- d. The Contracting Officer reserves the right to amend or cancel the solicitation as necessary, and Offerors are responsible for monitoring www.fbo.gov for any and all amendments posted to the solicitation. Acknowledgement of all amendments to the solicitation is required with the submission of the proposal.

2. Proposal Delivery Requirements:

The Offeror shall submit five (5) copies of its entire proposal, not later than ~~May 22~~**May 29, 2014 at 12:00 PM Eastern Time**. Each of the five required copies shall be in the form of a compact disc (CD) with each CD containing one full copy of the Offeror's proposal. Therefore, each Offeror must submit a total of five CD's. Each CD shall contain each required section of the proposal, clearly separated and labeled. The files contained on the CD must be in one or more of the following formats:

- Searchable PDF
- Microsoft Word
- Microsoft Excel

Proposals must be received by NIST on or before the due date and time specified above. Only information received on or before the due date and time shall be considered for award.

If hand-delivering the proposal, the offeror must email the Contracting Officer at donald.collie@nist.gov and the contract specialist at keith.bubar@nist.gov so that the email is received no later than 12:00 PM EST one business day before the proposal will be hand-delivered. This email must contain the following information:

- a. Name of the Offeror under which the proposal is submitted
- b. Name of the person delivering the proposal
- c. Date and approximate time that the person will arrive at NIST Gaithersburg, MD campus
- d. Confirmation that the person is a US citizen

If hand-delivering the proposal, Offerors must come prepared with the following:

- a. U.S Photo Identification
- b. Vehicle Registration Form

Proposal packages must be marked with the following information:

Solicitation No. SB1341-14-RP-0005

Keith Bubar

NIST

Building 301, Room B152

100 Bureau Drive Stop 1640

Gaithersburg, MD 20899-1640

Proposals must be submitted so that they are received at the following address:

Keith Bubar
NIST
Building 301, Room B152
100 Bureau Drive Stop 1640
Gaithersburg, MD 20899-1640

The Offeror must deliver the proposal so that it is at received at the specific address, building number included, listed above by the due date and time listed above.

E-mail proposals shall not be accepted. Facsimile proposals shall not be accepted.

SECTION M
EVALUATION FACTORS FOR AWARD

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(Reference 52.217-5)

M. 2 EVALUATION FACTORS FOR AWARD

M. Evaluation Factors for Award

The Government intends to use a cost/technical tradeoff process to award a single Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to the responsible Offeror whose proposal represents the best value to the Government, evaluated cost/price and other factors considered. The Government reserves the right to make an award to other than the lowest-cost/priced Offeror or to the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government, in accordance with FAR 15.101-1. The Contracting Officer intends to award without discussions, but reserves the right to initiate discussions if necessary.

Upon receipt of proposals, the Contracting Officer will review them to determine if each Offeror followed all of the proposal preparation/submission instructions in this solicitation. A proposal that did not follow the proposal submission instructions to an extent that the Government cannot properly evaluate the proposal in accordance with the stated evaluation factors may be deemed unacceptable and may not be further evaluated.

Pass/Fail Evaluation Factor for Award:

1. Nature of the Offeror

In accordance with FAR 35.017(a)(3), “FFRDC’s are operated, managed, and/or administered by either a university or consortium of universities, other not-for-profit or nonprofit organization, or an industrial firm, as an autonomous organization or as an identifiable separate operating unit of a parent organization.”

A “Nonprofit Organization,” according to FAR 31.701, is defined as “a business entity organized and operated exclusively for charitable, scientific, or educational purposes, of which no part of the net earnings inure to the benefit of any private shareholder or individual, of which no substantial part of the activities is carrying on propaganda or otherwise attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office, and which are exempt from Federal income taxation under section 501 of the Internal Revenue Code.

The Government will assign a “Pass” rating to the Offeror if the Offeror has provided sufficient evidence of the entity’s status as one of the acceptable organizational statuses identified in FAR 35.017(a)(3).

Scaled Evaluation Factors for Award:

In addition to the “Pass/Fail” evaluation factor identified above, each proposal will be evaluated against the evaluation factors listed below. An Offeror’s failure to address any factor may be considered indicative of the Offeror’s lack of understanding of the Government’s requirements and may result in the proposal being determined unacceptable. The non-cost evaluation factors

for award listed below are listed in descending order of importance. All non-cost factors, when combined, are considered significantly more important than cost.

- A. Management Approach
- B. Technical Capability and Task Order Responses
- C. Corporate Experience
- D. Past Performance

Factor E, discussed later in this document, is dedicated to Cost/Price.

A. Management Approach

The Government will evaluate the Offeror's Management Approach to assess the degree of confidence the Government has in the Offeror's ability to effectively manage all aspects of the FFRDC in an effective and compliant manner. The evaluation of the Management Approach will consider the following:

1. The feasibility of the Offeror's management strategy and the effectiveness of the strategy to maintain control over costs, quality control, personnel actions, transparency and agreements with collaborators/partners.
2. The qualifications of the proposed Key Personnel to be assigned to the base IDIQ Contract, such as education, experience, and certifications, to determine the extent of their ability to perform the duties of the position(s) each are being proposed for. This includes the proposed OCI Compliance Officer and FFRDC Program Manager. This is not an evaluation of Key Personnel proposed for individual task orders.
3. Freedom from Organizational Conflict of Interest- In accordance with FAR 35.017(a)(2), "The FFRDC is required to conduct its business in a manner befitting its special relationship with the Government, to operate in the public interest with objectivity and independence, to be free from organizational conflicts of interest, and to have full disclosure of its affairs to the sponsoring agency."

Therefore, the Offeror's OCI volume will be evaluated on the extent to which it includes the disclosure of all of the Offeror's affairs and ensures that there are no actual, potential or apparent organizational conflicts of interest of any of the three types of organizational conflicts of interest: 1) Unequal Access to Information, 2) Biased Ground Rule, and/ or 3) Impaired Objectivity.

In addition, the proposed Compliance Program will be evaluated on the extent to which it will ensure that the Offeror, including any business associates or subcontractors of the Offeror, is in compliance with all appropriate statutes, regulations and FFRDC contractual requirements and will remain free from organizational conflicts of interest.

B. Technical Capability and Task Order Responses

This evaluation factor includes the evaluation of the Offeror's overall Technical Capability with regards to the entire requirement, the Offeror's proposed labor categories for the base contract

and also the Offeror's responses for each task order included in the RFP. *This factor is NOT an evaluation of the Offeror's experience.* Therefore, the Government will not evaluate the Offeror's past experience in performing these requirements under this evaluation factor.

1. Technical Capability - The Government will evaluate the Offeror's Technical Capability to assess the Offeror's ability to successfully perform the requirements of the IDIQ contract. The Government will evaluate the extent to which the Offeror's proposal demonstrates the following:
 - An effective recruiting and retention structure/approach that will be able to provide the Government with highly qualified technically proficient personnel with backgrounds including but not limited to the fields of Information Technology and Cybersecurity, for potentially very brief or extended periods of time, and potentially on short notice.
2. Base Contract Labor Categories – The government will evaluate the Offeror's proposed labor categories to determine the extent to which the proposed labor categories are relevant and applicable to the work to be performed under the contract, sufficiently cover the breadth of services to be provided by the contractor, and provide minimum qualifications sufficient to ensure high quality services will be provided to the government.
3. Task Order Responses - In regards to the Task Order Responses, the Government will evaluate the Offeror's proposals to each of the three (3) individual task orders included in the RFP. Each task order response will be evaluated separately. The Offeror's responses to each task order will be considered equal in importance. For each of the Offeror's responses, the Government will consider the following:
 - The Offeror's level of technical understanding of the specific requirements detailed in the Task Order Statement of Work.
 - The Offeror's proposed organizational chart for the task order and the extent to which it defines clear lines of authority and communication and the level of confidence in successful contractor performance it provides the government.
 - The Offeror's proposed approach and ability to successfully manage and complete each separate task included in the Task Order Statement of Work. The government will evaluate the proposed approach to determine the extent to which it is feasible, technically proficient and likely to lead to successful completion of the requirements.
 - The qualifications of the Offeror's proposed Key Personnel- [such as education, experience, and certifications](#)- and their ability to perform the activities required by the Statement of Work.

C. Corporate Experience

The Government will evaluate the Offeror's previous corporate experience to assess the level of relevancy of the previous experience and the level of confidence the previous experience provides the Government in the Offeror's ability to successfully perform the requirements of the FFRDC. The Government will consider the following in its evaluation:

- The extent of the Offeror's experience in managing, operating and administering FFRDCs.

- Developments or practical solutions in the field of cybersecurity in which the Offeror contributed to during its previous experience.

D. Past Performance

In evaluating past performance, the Government may contact the references provided for each project described in the Corporate Experience section of the Technical Volume of the proposal, in addition to other references or sources. The Government may also search online databases such as Dun and Bradstreet and the Past Performance Information Retrieval System (PPIRS), or use other additional sources of past performance information.

In the description of this evaluation factor, the term “Offeror” refers to the prime contractor, any subcontractors and key personnel proposed by the prime contractor.

The evaluation of past performance is separate and different from the evaluation of the Offeror’s Corporate Experience. The Government’s evaluation will be a subjective assessment based on the past performance information obtained independently by the Government from a variety of public or private sources.

The Government will consider the relevance of the Offeror’s previous contracts/orders to the subject requirement, and the Offeror’s performance on the previous contracts/orders. The Government will only consider past performance of the Offeror’s projects that were completed or substantially completed within the past 15 years.

In addition, the Government will review eSRS.gov to measure actual small business participation on previous subcontracts for work considered relevant (as determined by the Government) that was completed or substantially completed within the last 15 years. As part of the evaluation, the Government may review reported past goal achievements or progress towards goal achievement of small business subcontracting plan goals beyond approved goals. The evaluation of small business participation on the Offeror’s previous subcontracts does not apply to small business Offerors.

If an Offeror has stated that it has no relevant past performance, the Offeror will not be evaluated favorably or unfavorably on past performance. An Offeror that fails to provide past performance information, or an Offeror that fails to assert that it has no relevant, directly related, or similar past performance experience in their initial proposal response, shall be prohibited from revising their proposal to include such information.

E. Cost/Price Information

The government will evaluate the Offeror’s proposed pricing information to determine the extent to which the pricing is fair, reasonable, realistic and consistent with or discounted from prevailing market pricing information. The government will consider the Offeror’s proposed Base Contract Pricing Information as well as the pricing information proposed for each individual Task Order identified in this RFP.

